

Exhibit 10

23

الْمُسْكَنُ الْمُرْبَى فِي الْمَسْعُودِيَّةِ

عَمَدْ رَأْسَ الطَّيْرَانِ الْمُكَبَّرِ ١٧٠٩٣
لَكُمْ وَتَشْفِيلُ وَصَيْانَتُ تَقْلَامِ الْمَلَأَقَةِ الْجَوَيْنَيَّةِ ٤

المبحث ١ - المفهوم الانساني

مُبِينَةُ الْعَقْدِ
الشُّرُوطُ الْعَنْدَةُ
الْمَوَاهِفُ الْعَنْدَةُ
الشُّرُوطُ الْمَالِيَّةُ وَالْمَرْفَقَاتُ
مَعْلَمَاتُ الْمَدِينَاتِ وَالْمَرْفَقَاتُ



CONTRACT PCA-93-017
FOR
OPERATIONS AND MAINTENANCE
OF THE
AIR NAVIGATION SYSTEM SUPPORT (ANSS IV) PROGRAM
VOLUME 1 - ENGLISH

- Form of Contract
- General Conditions
- Special Specifications
- Financial Conditions and Attachments
- Scope of Services and Attachments

THE KINGDOM OF SAUDI ARABIA
Ministry of Defence and Aviation
Presidency of Civil Aviation

SECTION 1
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الملكية العربية السعودية
الوزير المختص بالطيران
لائحة المعايير المطلوبة

عقد رئيس الطيران المدني ١٧-٩٣

لعم وتشغيل وصيانة نظام الملاحة الجوية
المادة ١ - النسخة الإنجليزية

ENGLISH

جريدة العدد
الشروط العامة
الوامضات الخاتمة
الشروط المالية والمتقدمة
مجال الخدمات والمتقدمة



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Presidency of Civil Aviation

KSA0000002072

PART ONE
PRINCIPAL DOCUMENT OF THE CONTRACT

This agreement was concluded in the city of Jeddah on 24/7/1416H corresponding to 12/16/1995G between

- I. The Ministry of Defence and Aviation and Inspectorate General (PCA), represented by H.R.H. The Second Deputy Premier, The Minister of Defence and Aviation and Inspector General, Prince Sultan bin Abdulaziz, for signature of this Contract, hereinafter referred to as (The Employer) First Party.
- II. Dallah Avco Trans Arabia Company, pursuant to the rules and regulations of the Kingdom of Saudi Arabia, Commercial Registration No. 4030020442, dated 11/1/1399, Permanent Address: P.O. Box 430, Jeddah, Tlx No. 401482 DALLAH SJ, represented by for signature of this Contract, as authorized by a power of attorney issued by the Jeddah Notary Public No. 43, dated 7/8/1409H, Jeddah, Mr. Alawi Mohammad Said Kamel, Chairman, Board of Director, Dallah Group, in his capacity as the authorized representative, hereinafter referred to as (The Contractor) Second Party.

And in the light of the wish of the Employer to implement the Operation and Maintenance Support of the Saudi Arabian Air Navigation System (ANSS).

And in the light of the fact that the contractor has submitted a bid under his unnumbered letter dated 9/9/1414H., corresponding to 19/2/1994 and the reduction letter No. MMHG/94/23 dated 9-9-1414H (19-2-94) for implementation, completion and maintenance of such works following his review of the contract conditions, specifications, plans as well as all documents attached thereto and the Law for Securing the Purchases of the Government and implementing its Projects and Works issued by Royal Decree No. M/14 dated 7-4-1397H and its related by-laws.

And with reference to the Supreme Decree No. 759 dated 15/1/1416H, stating review of the Aeronautical Navigation System Support, (ANSS) Contract by His Excellency The Deputy Minister of Finance and National Economy and His Excellency The President of Civil Aviation, and to report the conclusion to His Majesty. Also pursuant to the minutes signed by His Excellency The President of Civil Aviation and His Excellency The Deputy Minister of Finance and National Economy, on 30/1/1416H concerning the reduction of the proposed

price of the new Aeronautical Navigation System Support, (ANSS) Contract by 20% as compared to the price of the previous contract ending on 12/9/1415H, making the price of the new contract S.R.425,000,000.

The Supreme Approval No. 4994 dated 11/4/1416H of the above-mentioned minutes has been issued.

And also, in light of the fact that the Contractor's bid has been accepted by the employer, the two aforementioned parties agreed on the following:

Article No. 1 - Purpose of the Contract

The purpose of this contract is to implement the Operation and Maintenance Support of the Saudi Arabian Air Navigation System.

This includes the provision of materials, equipment, labor and all things necessary for the implementation, completion and maintenance of the works indicated in the contract, as well as all provisional, additional and complementary works and modifications requested from the contractor by the employer as per the terms and documents of the contract.

Article No. 2 - Contract Documents

- 2.1 This contract consists of the following documents:
 - a. Form of the Contract (Section 1)
 - b. General Conditions (Section 2)
 - c. Special Conditions (Section 2)
 - d. Financial Conditions (Section 3)
 - e. Scope of Services (Section 4)
 - f. Letter of Award or Acceptance of Bid
- 2.2 These documents are a whole entity; each one is an inherent part of the contract and interprets and complements the others.
- 2.3 In case of contradiction between the provisions of the contract documents, each document prevails upon the one that follows it in the order indicated in paragraph one of this article.

Article No. 3 - Duration of the Contract

- 3.1 The contractor undertakes to implement and complete all works indicated in the contract within 3 calendar years (Gregorian), commencing on the date of the Supreme Approval No. dated 11/4/1416H corresponding to 6/9/1995G.
- 3.2 If the contractor delays the implementation of the works referred to in the previous paragraph, he shall become subject to the application of the penalty of delay stipulated in Article (36) of the Government Purchases Procurement and projects and works execution law.

Article No. 4 - Period of Guarantee of the Works

The Contractor shall fully guarantee the works that constitute the object of the contract for a period that starts from the date of preliminary acceptance and ends on the date of final acceptance.

Article No. 5 - Value of the Contract

- 5.1 The total value of the contract amounts to Saudi Riyals Four Hundred Twenty-Five Million (SR425,000,000), payable in exchange of the implementation of the contract according to the conditions, specifications, plans, list of quantities and other contract documents.
- 5.2 This total value is subject to increase or decrease depending on the change in the amount of actual works implemented by the Contractor as per the contract and depending on the additional and complementary works and modifications that the contractor effects at the request of the employer and within the limits stipulated in the conditions of the contract. This should not increase Contractor's due entitlements more than the project allocations, pursuant to Cabinet of Ministers' Resolution No. 30 dated 19/2/1408H and its amendments.

Article No. 6 - Payment

The employer shall pay the amount of the contract in the manner and at the times specified in the general conditions of the contract in exchange of the implementation and completion of the said works by the contractor.

Article No. 7

Notwithstanding the other regulations, the contractor shall admit not having paid or promised to pay any amounts or provide any advantages in order to win this contract. Should the contrary be established, the amounts paid or promised by the contractor shall be deducted from any amounts due to the contractor; in addition, the employer shall have the right to abrogate the contract without compensation and the contractor and his employees shall be held responsible for such behaviour.

Article No. 8 - The Laws Governing the Contract

The interpretation and implementation of this contract as well as the settlement of any claims resulting from the signature of such contract shall be subject to the laws and regulations enforced in the Kingdom of Saudi Arabia. In witness whereof, the two Parties have duly signed this document at the above-mentioned time and place. In witness thereof, the two parties have duly signed this document at the above mentioned place and time.

First Party

Ministry of Defence & Aviation
Presidency of Civil Aviation

Title: Second Deputy Prime Minister
Minister of Defence & Aviation
and Inspector General

Name : H.R.H. Prince Sultan bin Abdulaziz

Signature: _____

Date: _____

Stamp: _____

Second Party

Dallah Avco Trans Arabia Company

Title: Chairman, Board of Director

Name : Alawi Mohammad Said Kamel

Signature: _____

Date: _____

Stamp: _____

الملكية العربية السعودية
وزارة الدفاع للطيران
الرئاسة العامة للطيران المدني

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رئاسة الطيران المدني ٩٣-٩٧
للسّير وتشغيل وصيانة نظام الملاحة الجوية

المقدمة ١ - النسخة الإنجليزية

جريدة العقد
الشروط العامة
المواصفات الفنية
الشروط المائية والظروف
ميخان الخدمة والمرافق

ENGLISH



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KSA0000002078

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SECTION 2

GENERAL CONDITIONS

Article No. 1 - Definitions and Interpretations

1. The following words and expressions have the meanings that immediately follow them unless explicitly or implicitly mentioned in the text.

a. **"The Employer (First Party/Government)"** means Government of the Kingdom of Saudi Arabia, Ministry of Defence and Aviation and Inspectorate General, Presidency of Civil Aviation.

"Government Agency" means any entity of the Government of the Kingdom of Saudi Arabia.

b. **"Contractor/Second Party"** means the Party who has been awarded the Contract by the Government and it includes Contractor's personnel, representatives, successors, permitted assignees, and subcontractors.

c. **"Contract"** means those documents mentioned on Article 2.1 of the Form of Contract.

d. **"Government Representative"** means the President, Presidency of Civil Aviation or his designated representative(s) in connection with the administration of all or any part of the Services.

e. **"Designee"** means a person, either Contractor personnel or Government personnel, as appropriate, who is delegated or commissioned to act in the stead of a person with prime responsibility and authority to perform acts contemplated; any delegation from the Government to the Contractor shall be in writing and shall define the limits and duration of such delegation.

f. The **"Air Navigation System"** or **"The System"** means all Air Traffic Control, Air Navigation and Aeronautical Communications facilities, equipment, systems, sub- systems, and associated or supporting environmental

systems as identified in Section 4, Attachment A and as may be added to by the Government from time to time.

- g. **"Subcontractor"** shall mean an individual, association, company, or entity entering into an agreement with the Contractor to provide a specified part of the work or to provide all or certain specified materials required by Section 4 of the Contract or identified by the Government subsequent to the signature of the Contract.
- h. **"Services or Work"** means all the work to be executed in accordance with Section 4 of this Contract.
- i. **"Temporary Services"** means all temporary work of every kind required in or about the execution, completion, or performance of the Services.
- j. **"Temporary Duty"** shall mean work performed by Contractor personnel at a geographical location other than the one where such personnel are assigned to work or where such personnel normally reside. Work performed in the same city or town shall not be included in this definition.
- k. **"Sites"** means the lands and other places on which the Services and Work are to be provided in the remote locations and within the boundary limits of the airports specifically designated in the Contract, except that when the context so indicates providing the services elsewhere.
- l. **"Facilities"** means the combination of electronic, environmental, and electromechanical systems, subsystems, and equipment when collocated and interconnected within a given location or locations provides a function or contributes to a function; the sum of which functions supports operations of the Saudi Arabian Air Navigation System.
- m. **"Personnel"**, or **"Employees"**, or **"Staff"**, or **"Contractor Personnel"** shall mean any persons employed for the purpose of implementing the Contract, whether employed directly by the Contractor or through its subcontractors.

- n. "**Man-month**" means a monthly billing unit for the services and authorized entitlements of individual personnel employed by the Contractor in positions identified in Article 4-10, Manning Schedule. The said services and authorized entitlements are described in Section 4, Scope of Services of the Contract.
- o. "**Manning Billing Summary**" shall mean the Contractor-furnished list of all the Contractor's technical, engineering, and support personnel assigned to the Contract and identified in the manning lists of Section 4, Attachment D.
- p. "**Contract Price**" means the total amount of this Contract as set forth in the Contract subject to such additions thereto or deductions therefrom as may be made due to issuance and execution of Contract Changes, Modifications, or Amendments.
- q. The "**Purchase Requisition**" is the form used by the Government to provide specifications of materials required to be provided by the Contractor and is the document authorizing such purchases.
- r. "**Purchase Order**" shall mean the document issued by the Contractor to his Vendor confirming the details of purchase both as to technical specifications and commercial terms and conditions.
- s. The "**Vendor**" shall mean the company, organization, or individual selected to provide material and/or services to the Government, through the Contractor.
- t. A "**Letter of Instruction**" (**LOI**) issued by the Government and accepted by the Contractor will be used to request materials and/or services of a special nature to be procured within or out of the Kingdom. All directed source procurements, other than those normally associated with a Purchase Request, shall be effected by an LOI. The LOI will clearly define requirements, prices, terms and conditions, and responsibilities of the Government and Contractor. LOIs will be submitted in accordance with Section 4, Attachment B, Logistics Support System.

- u. "**Approval**" refers to the written approval, including subsequent written confirmation of any previous verbal approvals.
- v. "**Singulars and Plurals**" - the words mentioned in singular form shall have the same meaning in the plural form and vice versa, if so required in the text.
- w. "**Headings and Marginal Notes**" - The headings and marginal notes contained in the Contract document are not considered a part thereof, and shall not be taken into consideration for the purposes of interpreting the Contract.
- x. "**Married Status - Accompanied**" - The status of an employee hired in a married status position, who is accompanied by his family/legal dependents in Kingdom.
- y. "**Married Status - Unaccompanied**" - The status of an employee hired in a married status position, but not accompanied by his family/legal dependents in Kingdom.

Article No. 2 - Authority of the Government Representative

The Government representative shall have the authority to oversee and supervise the work, as well as examine and test any materials or methods used for the implementation of the work. However, the Government representative shall not have the authority to relieve the Contractor from any of his duties or obligations stipulated in the contract or to order the execution of any work that may result in delays or in an increase in the financial obligations incurred by the Government. Moreover, the Government representative may not introduce any changes in the work unless explicitly stipulated in the contract.

The Government representative may at times authorize his representative in writing to exercise any of the authorities enjoyed by the Government representative and shall provide the Contractor with a copy of this written delegation of authority. The written instructions and approvals issued by the representative or the designee to the Contractor shall be within the limits of the said delegation of authority and shall be binding to the Contractor and to the Government as if issued by the representative himself. The following shall always be taken into consideration:

- a. The neglect on the part of the designee of the Presidency of Civil Aviation (PCA) representative manifested by the rejection or acceptance of any materials or work does not affect the authority of the PCA who may later on reject the said work or materials, or order the demolition or removal thereof, if it is established to be not conforming to the rules and instructions issued, or to the international standards.
- b. In case the Contractor does not agree with the decision taken by the designee of the representative, he may refer the matter to the representative who shall, in this case, have the right to confirm or cancel, or amend the said decision.

Article No. 3 - Relinquishment to Other Parties

The Contractor shall not relinquish to other parties this Contract or any part thereof or any gain or advantage originating or resulting therefrom without the prior written consent of the employer. However, the Contractor shall remain responsible to the employer jointly with the Party to whom the Contract or part thereof have been relinquished to upon the execution of the Contract.

Article No. 4 - Subcontracting

The Contractor shall not subcontract all Contract work constituting the object of the Contract and shall not - unless otherwise stipulated in the Contract - subcontract any part of the work without written consent of the Government. However, such consent does not relieve the Contractor from the responsibilities and obligations resulting from the Contract, and he shall remain responsible for any acts or mistakes, or neglect on the part of any subcontractor, or his agents, or employees, or workers are not considered sub-contracting as per this Article.

Article No. 5 - Scope of the Contract

The Contractor shall provide the technical, managerial, and operational support as described herein, and engineering, technical, management, training, logistics, and support personnel in accordance with the provisions enumerated herein with the Manning Summary, Attachment D, and with the Position Descriptions, Attachment E. The Contractor-furnished personnel shall work for and in conjunction with the Presidency of Civil Aviation (PCA), as one integrated team, to train, augment, assist and actively support the existing work-force in the

operation, maintenance and certification of the Government's Air Navigation System facilities, systems, and equipment and in other related activities as described herein.

The Contractor shall also provide Logistics Support Services to provide materials and services for the aforementioned sites, facilities, systems and equipment, and special cost services as described herein.

Article No. 6 - Language of the Contract

- a. The Arabic Language is the language approved for the interpretation and implementation of the Contract; however, the two parties of the Contract may use any Foreign Language to write the Contract or any part thereof, in addition to the Arabic Language. Should a contradiction arise between the Arabic and the Foreign texts, the Arabic text shall prevail. Moreover, the Arabic Language shall be relied upon in what concerns specifications and plans.
- b. All correspondence relative to this Contract shall be in the Arabic Language; however, the Contractor may use one of the Foreign Languages and shall translate it at his expense to the Arabic Language. In case of conflict, the Arabic text shall prevail.

Article No. 7 - NOT APPLICABLE TO SCOPE OF SERVICES

Article No. 8 - Examination of Contractor's Record

The Government, the Government Representative, or his designee and their representatives will have the right to examine any records, and subsequently request copies of records and other documents of the Contractor directly pertaining to costs, when such costs are the basis of compensation to the Contractor hereunder. The Government Representative or his designee will give the Contractor reasonable notice of such intended examinations.

Article No. 9 - Performance Bond

- I. The Contractor shall - within ten days of the date he has been notified by a registered letter of the acceptance of his bid - present the Government with a bond equivalent to five percent (5%) of the bid value as insurance of the implementation of the Contract.

The Government may grant the Contractor a ten-day extension starting from the date of expiration of the aforementioned period. The performance bond shall be irrevocable and valid throughout the duration of the Contract and up to the date of final hand-over.

II. The performance bond (reducible) shall be in one of the following forms:

1. A letter of bank guarantee issued by one of the local banks.
2. A letter of bank guarantee issued by a bank abroad and presented by a bank operating in the Kingdom.
3. An undertaking issued by a specialized insurance company accredited by the Saudi Arabian Monetary Agency.

The form of the guarantee shall be as follows:

Having granted our clients Messrs./: _____ a Contract for _____ we, _____ the _____ Bank hereby guarantee our above mentioned clients, and without any opposition on the part of the client, to pay an amount of _____, representing 5% of the Contract value.

We hereby undertake unconditionally to place at your disposal an amount not exceeding the amount of _____ mentioned above upon receiving your written notification during the period of validity of this guarantee claiming the amount of guarantee in light of your absolute estimation of a neglect in the implementation of the conditions of the Contract mentioned above.

This guarantee shall remain valid up to the end of the _____ day of the month of _____ of the year _____ H.

Any conflict arising from the interpretation of the conditions of this guarantee shall be subject to the Saudi Arabian Statutes and specifically the guarantee by-laws contained in the Circular No. 17/67, dated 2-4-1408H of His Excellency the Minister of Finance and National Economy.

III. If the Contractor whose bid has been accepted does not provide the necessary guarantee, the Government shall have the choice between withdrawing his acceptance of the bid and confiscating the provisional guarantee or executing the work at the expense of the Contractor as stipulated in Article 53 of these conditions without need for warning or notification and without prejudice to the Government's right to request the Contractor to pay the necessary compensation for any damages and losses that he may incur as a result.

Article No. 10 - Site Inspection

The Contractor shall make whatever other arrangements are necessary to become fully informed regarding all existing and expected conditions and matters which might in any way affect the cost or the performance of the Services. Visits to the sites and facilities will be on a scheduled basis as prepared by the Government. The Contractor may arrange to attend a scheduled visit after the First Party's/Government's approval.

All costs and charges in connection with visits to, and examination of the sites and facilities shall be borne by the Contractor.

Failure to fully investigate sites and facilities shall not relieve the Contractor from the responsibility for estimating properly the requirements and costs of successfully performing the Services. Neither the Government nor any of its representatives or agents assume any responsibility for any understanding or representation made by the Government, or any of its representatives or agents, prior to the signing of the Contract.

Article No. 11 - Sufficiency of Bid

It is assumed that the Contractor shall have obtained complete information before submitting his bid and ascertained that the prices he listed in the list of quantities and price lists are sufficient to cover all his obligations resulting from the Contract, as well as other matters and items necessary for the completion and maintenance of the work in a appropriate and sound manner.

In case the Contractor is faced during the implementation of the work with any financial difficulties or any unusual difficulties that any experienced Contractor could not have logically anticipated, he shall immediately and within ten days of discovering such difficulties and obstacles inform the Government Representative or his representative of this fact. In such case, the Government Representative shall submit a report on this matter to the employer indicating his opinion in the additional costs incurred by the Contractor as a result of such difficulties and obstacles if the presence thereof has been confirmed for the review of and appropriate action by the Government. However, should the Contractor not notify the Government Representative within the said ten days and claim the necessary compensation, he shall forfeit the right to do so.

Article No. 12 - Execution of the Work

- 12.1 The Contractor shall implement, complete, and maintain the work of the Contract and Directives in all matters pertaining to the work, regardless of whether mention of this is made or not in the Contract. The Contractor shall receive the instructions and directives from the Government Representative or his designee within the limits indicated in Article No. 2 of these conditions.
- 12.2 The Contractor shall abide by the following:
 - a. He shall purchase local products and he may not use similar imported products for the purpose of implementing the Contract.
 - b. The materials used for the implementation of the Contract - whether they are locally made or imported - shall conform with the standard specifications approved by the Saudi Arabian Organization for Standards and Specifications. As for the materials that do not have Saudi standard specifications, they shall conform with one of the internationally well known specifications as determined by the person overseeing the implementation of the work.
 - c. The Contractor shall respect all standards and by-laws relative to environmental protection in the Kingdom and which are issued by the competent authorities.

- d. The Foreign Contractor shall assign not less than 30% of the work constituting the object of the Contract to a Saudi Contractor and the competent authority shall - in agreement with the Ministry of Finance and National Economy - relieve the Foreign Contractor wholly or partly from the obligation of assigning the above percentage of the work to a Saudi Contractor, if no work may be implemented by such Contractor or if the percentage is less than 30%. This exception shall apply only if the competent authority's technical staff determines, upon preparing for the project and before inviting tenderers, the percentage of total or partial relief from such obligations with the participation of the consultant that designed the project and formulated its specifications.
- e. The Contractor shall purchase the tools and equipment necessary for the implementation of his Contract from the Saudi agents of such tools and equipment in the Kingdom, and he shall not import these tools and equipment directly from abroad unless for his personal use.
- f. The Contractor shall obtain the following services from local Saudi establishments:
 - 1) Transport commodities and personnel inside the Kingdom if such transport is not directly performed by the Contractor by means of his own equipment and personnel directly working for him.
 - 2) Rental and purchase of land and buildings.
 - 3) Accommodation and supply of foodstuffs.

- 12.3 The Contractor shall submit his letters, accounts, and data to the administrative agency in the Arabic Language and shall keep his records and all of his accounts and documents locally in the Arabic Language and under his responsibility, accompanied by a certificate issued by a chartered accountant authorized to work in the Kingdom. In case of violation of this condition, appropriate penalties shall be applied.
- 12.4 The Contractor shall provide air transport for all that should be transported by air and is necessary for the implementation of the Contract such as passengers, materials, and others by means of Saudi Arabian Airlines. In case of violation of this condition,

appropriate penalties shall be applied. The Contractor shall also transport by sea any materials that should be transported by sea and that are necessary for the implementation of the Contract by means of Saudi ships and vessels as per the instructions and orders issued in this regard.

Article No. 13 - Work Schedule

The Contractor shall enclose with his bid a time table indicating the order of progress of the work and the way he suggests for implementation of the work. The Contractor shall also present to the Government Representative or his designee upon request any written detailed information regarding the arrangements necessary for the implementation of the work, equipment, and the provisional work that the Contractor intends to submit or use as is the case.

Article No. 14 - Contractor Supervision

The Contractor represents and warrants that the Contractor is fully experienced and properly qualified to perform the Services provided for herein, and that the Contractor is properly licensed, equipped, manned, organized, and financed to perform such Services. The Contractor shall act as an independent Contractor and not as an agent of the Government or the Contracting Officer or his designee except, insofar as in performing the Contract and in maintaining complete control over Contractor Employees and Subcontractors, the Contractor shall perform the Services in accordance with Presidency of Civil Aviation requirements, policies and procedures, and under the guidance and control of the Contracting Officer or his designee. Nothing contained in the Contract shall create any contractual relationship between the Government and any other party. The Contractor shall perform the Services in accordance with the highest industry standards and in compliance with the Contract.

Article No. 15 - The Contractor's Personnel

The Contractor shall employ competent, skilled, and experienced personnel to perform the Services. The Government reserves the right to review resumes, interview, and approve all personnel selected for employment by the Contractor. The Government reserves the right to require the removal of any personnel of the Contractor if deemed necessary for the work interest. The Contractor is responsible for maintaining labour relations in such manner that there is harmony among personnel.

Contractor's management, supervisory, technical, logistics, and data entry personnel working in connection with the performance of the Services, or in connection with any obligation arising under the Contract shall be fluent in the English Language. Knowledge of the Arabic Language is essential except as approved by the Government designee. All other personnel working in connection with the performance of the Services shall be able to communicate in the English Language to the extent necessary for their respective duties.

Article No. 16 - Specifying the Work Sites

The Contractor shall be responsible for the implementation of the work on sites

in an accurate and sound manner and for connecting such works with the original points and the basic lines, dimensions and levels presented to him by the Government Representative or his designee as well as for providing all necessary equipment, tools and labor in this regard and he shall correct any error in this implementation or points and lines, dimensions and levels at his own expense unless the mistake is caused by the inaccuracy of any of the information presented to him by the Government Representative or his designee, in which case the correction costs shall be borne by the Government.

The examination of the works in progress on site or of the points, lines, dimensions and levels by the Government Representative or his designee do not in any case relieve the Contractor from his responsibility for ensuring their accuracy.

The Contractor shall maintain all marks necessary for the implementation of the works on site or the points and dimensions and levels.

Article No. 17 - Guarding and Lighting

The Contractor shall provide - at his own expense - all necessary lighting, guarding, fencing and control supplies in the places and at the times determined by the Government Representative or his designee or any public authority for the purpose of protecting the works or ensuring the safety of the public or such other matters.

Article No. 18 - Damages Inflicted on Individuals and Properties

The Contractor shall be responsible for all losses and damages inflicted on individuals and properties as a result of the implementation or maintenance of the works or any reason related thereto and for any lawsuits, claims, and expenses resulting therefrom.

The Contractor shall not be responsible for the following matters:

1. The losses and damages to the rights of servitude due to the neighborhood, which is inevitable as a result of the implementation of the works as for the Contract.
2. The losses and damages inflicted on individuals and properties as a result of a mistake or negligence on the part of the employer or one of his employees or agents or staff or workers.

Article No. 19 - Sending Notifications and Paying Fees and Penalties

- I. The Contractor shall send all necessary notifications and shall pay all necessary fees as for the statutes or by-laws or decisions regarding the implementation of the works or the provisional works or the relative regulations and rules in any way.
- II. Abiding by Regulations and Decisions:

The Contractor shall abide by the regulations, by-laws and decisions issued by the competent public authority relative to the works or the provisional ones and shall also abide by the regulations and rules issued by the competent public agencies and companies; he shall also bear responsibility and penalties - regardless of the nature thereof - as a result of his violation of such regulations or by-laws or decisions.

Article No. 20 - Remains of Antiquities, Valuable Items and Others

All monies, valuable items, antiques, buildings, monuments, and all other geologically or archaeologically valuable things discovered at the work site shall be the sole property of the Government and the Contractor shall take all necessary precautions to prevent his workers or any other individuals from moving or damaging any of these items. The Contractor shall

also - immediately upon discovering and before moving such items - inform the Government or his designee and the competent agency of such discovery and shall follow his instructions in what regards disposing of these items at the expense of the Government.

Article No. 21 - Patent Rights Ownership, and Indemnity

a. Patent Rights

The Contractor hereby indemnifies and shall defend and hold harmless the Government and the Contracting Officer or his designee and their representatives respectively from and against all claims, losses, costs, damages, and expenses, including attorney's fees, incurred by the Government and the Contracting Officer or his designee and their representatives as a result of, or in connection with any claims or actions based upon infringement or alleged infringement of any letters, patents, registered design, trademark, or copyright arising out of the use of the equipment furnished under the Contract by the Contractor, or out of the processes or actions employed by, or on behalf of the Contractor in connection with the performance of the Contract. The Contractor shall, at its sole expense, promptly defend the Government against any infringement of letters, patents, registered design, trademark, or copyright upon appropriate notification by the Government or the Government Representative or his designee.

The Contractor shall have the right, in order to avoid such claims or actions, to substitute at its expense noninfringing equipment or processes or to modify such infringing equipment and processes so they become noninfringing or obtain the necessary licenses to use the noninfringing equipment or processes provided that such substituted and modified equipment and processes shall meet all the requirements and be subject to all the provisions of the Contract.

b. Indemnity

Professional Negligence: The Contractor shall hold the Government fully and effectively indemnified against any losses, liabilities, costs, claims, actions, or demands which the Government may incur or which may be made against the Government as a result of, or in connection with any failure by the Contractor to

perform the Services strictly in accordance with the standards set out or referred to in the Contract.

Article No. 22 - Impeding Traffic Flow and Damaging Neighboring Property

The Contractor is responsible for all operations necessary for the implementation of the works or the provisional ones within the scope permitted by the requirements of the Contract in a way that is not contradictory with the rules and with the public convenience and does not prevent access to public and private roads and passageways, or entering or exiting properties, whether they are in the possession of the employer or any other person.

The Contractor shall also protect and prevent any damage to the employer and shall compensate him for any claims or requests or procedures or damages or expenses or fees or costs regardless of the amount thereof if they are the result of or related to such matters to the extent where they are the responsibility of the Contractor.

Article Nos. 23 thru 25 - NOT APPLICABLE TO SCOPE OF SERVICES

Article No. 26 - Use of Labour

The Contractor shall take special measures for using and treating all National or Foreign labour according to the labour law, the social security law, the residence law and others, and he shall provide his workers with necessary requirements, including sanitary housing, means of transportation, and the Contractor shall, at its own expense, arrange for medical services and facilities for any of its personnel requiring in-patient or out-patient treatment.

Article No. 27 - List of Workers

The Contractor shall - at the times specified by the Government Representative or his designee - provide a detailed list showing the names of all of Contractor Program Management employees and workers and any other information requested by the Government Representative or his designee related to labor or construction equipment.

Article No. 28 - NOT APPLICABLE TO SCOPE OF SERVICES

Article Nos. 29 - Accessing the Site

The Government shall grant the Contractor access to the sites and facilities, to enable the Contractor to perform its obligations under the Contract. The Government will issue the necessary passes for authorized Contractor-personnel after applications and fees, if required, have been received from the Contractor in accordance with Government procedures. The Contractor shall be responsible to follow and accomplish the requests until issued by the concerned departments.

Article Nos. 30 and 31 - NOT APPLICABLE TO SCOPE OF SERVICES

Article No. 32 - Suspension of Works

Suspension:

The Contractor may, by a written directive from the Employer, suspend the work or any part thereof for the period deemed necessary for the work by the Employer. The Contractor shall protect the work and maintain continuity to the extent deemed necessary by the Government.

The Employer shall not bear costs arising from the suspension, if the suspension was:

1. Stipulated in the Contract.
2. Necessary to perform the work in the original manner, or due to weather conditions or Contractor's neglect.
3. Necessary for the safety of the works or part thereof.

Article Nos. 33 thru 34 - NOT APPLICABLE TO SCOPE OF SERVICES

Article No. 35 - Period of Time Necessary for the Accomplishment of the Works:

Notwithstanding any request contained in the specifications regarding the completion of any part of the works, the works should be accomplished within the period of time stipulated in the Contract.

Article Nos. 36 thru 38 - NOT APPLICABLE TO SCOPE OF SERVICES

Article No. 39 - Delay Penalty:

In the event the Contractor delays the accomplishment of the work and its complete hand-over at the specified time, the Contractor shall pay a periodic penalty for the delay stated in the Contract, provided that it should not exceed at the completion of the execution 10% of the Contract price as follows:

- a. Penalty on the first part of the period of delay amounting to one quarter of the average daily cost for each day of delay until the longest of the two periods reaches fifteen days or five percent of the duration of the Contract.
- b. Penalty on the second part of the period of delay amounting to half the average daily cost for each day of delay until the two parts of the longest of the two periods reaches thirty days or ten percent of the duration of the Contract.
- c. Penalty on the third part of the period of delay amounting to the full average daily cost for each day of delay following the longest of the two periods as stipulated in paragraph (b).

The total penalties should not exceed ten percent (10%) of the Contract value; however, in the event the employer considers that the delayed part does not prevent the full use of the work on the due date of completion and does not cause any inconvenience in the use of other facilities and does not affect the accomplished part of the work in an adverse manner, the total penalties shall not exceed ten percent (10%) of the value of delayed works.

Article Nos. 40 to 41 - NOT APPLICABLE TO SCOPE OF SERVICES

Article No. 42 - Search for Defects

The Contractor shall, if required by the Government Representative or his designee in writing, determine the cause of any defect, imperfection, or fault. Unless such defect, imperfection, or fault shall be one for which the Contractor is liable under the Contract, the cost of performing the services carried out by the Contractor in such investigation shall be borne by the Government. But if such defect, imperfection, or fault shall be one for which the Contractor is liable, the cost of performing the services carried out in such investigation

shall be borne by the Contractor and it shall, in such case, repair, correct and make good such defect, imperfection, or fault at its own expense. The determination of liability for defect shall be in accordance with the applicable laws and regulations of the Kingdom of Saudi Arabia.

Article No. 43 - Contract Changes

1. Changes:

The Government may at anytime, without invalidating the Contract, make any change of the form, quality, or quantity of the Services or any part thereof that may, in its opinion, be necessary or desirable. In case of reduction or increase of manning services, a Government written notice of such reduction or increase will be provided to the Contractor ninety (90) days prior to the date of such reduction or increase of these services. The Contractor shall extend the Contract performance period or eliminate the positions as so directed and will adjust his billings. Such reduction or increase shall be subject to this Article 43 and Articles 44A and 44B of these General Conditions. The Government may order the Contractor to do, and the Contractor shall do, any of the following:

- a) increase or decrease the quantity of any of the services included in the Contract;
- b) omit any such services;
- c) change the character or quality or kind of any such services;
- d) extension of the services performance period; and
- e) execute additional service of any kind associated with the services specified in this contract.

No change shall in any way vitiate or invalidate the Contract, but the value (if any) of all changes shall be taken into account in ascertaining the amount of the Contract Price. It is understood and mutually agreed, the Contract Price shall not be increased by more than ten percent (10%) nor reduced by more than twenty percent (20%)

without requiring re-negotiation and Contract Amendment as described in Article 44A, Valuation of Changes.

2. Orders for Changes to be in Writing

No changes shall be made by the Contractor without an Order in writing from the Government Representative or his designee; unless in necessary or urgent cases where the Government Representative or his designee shall consider it desirable to give any Change Order orally, the Contractor shall comply with such Order, provided that a confirmation in writing of such oral Order given by the Government Representative or his designee.

All oral Change Orders issued by the Government Representative or his designee shall not be executed unless confirmed by a written Order, given within seven (7) days from the date of the oral Change Order.

Article No. 44 - Valuation of Changes, Change Notices, and Claims

A. Valuation of Changes:

The Government Representative or his designee will determine the amount (if any) which, in his opinion, should be added to or deducted from the Contract Price in respect of any extra or additional service performed or service omitted by the Government Representative or his designee's Order. All such service shall be valued at the prices set out in the Contract under Section 3, Financial Conditions, if in the opinion of the Government Representative or his designee the same shall be applicable.

If, in the opinion of the Government Representative or his designee, the Contract does not contain prices applicable to the omitted or additional service, then it will be submitted to the Proposal Reviewing Committee for evaluation and determination of such prices.

Should the Government increase or decrease the scope of the Services or quantity of any pay item thereof such that the Estimated Total Price of the Contract originally signed increases more than ten percent (10%) or decreases more than twenty percent

(20%), the estimated Total Price of the Contract as originally signed shall be amended by such sum as shall be agreed upon between the Government and the Contractor in accordance with the Ministry of Finance and National Economy Circulars No. 12/5390 dated 27/4/1401H and No. 12/4786 dated 10/4/1388H.

B) Change Notices:

1. Each Order for change will be described in a Change Notice issued by the Government which will state either:
 - a) The change will not cause a change in the Contract Price; or
 - b) The change involves a change in the Contract Price.
2. If the Contractor agrees with the terms and conditions of a Change Notice conforming to Article 44B1(a) of this Section, he shall sign the Change Notice and return it to the Government within seven (7) calendar days of receipt. Such Change Notice shall have the full force and effect of a Contract Amendment, and the Contractor shall proceed with the services as stated by the Change Notice.
3. If the Contractor disagrees with a (No Cost) Change Notice and considers that the terms and conditions of a Change Notice conforms to Article 44B1(b) of this Section and gives rise to a cost which should be added to the Contract Price, such a cost shall be treated as a claim in accordance with Article 44C, Claims.
4. When the Change Notice states that a change in the Contract Price will be required, the Contractor shall sign the Change Notice and return it to the Government Representative or his designee within fourteen (14) calendar days of receipt, together with a proposal for providing the changed services. The proposal shall contain detailed breakdowns on cost and shall indicate the applicable unit prices for the variations in accordance with Section 2, General Conditions, Article 44A, Valuation of Changes.

5. The Contract Amendment will be signed by both parties when applicable under Article 44B(4) of this Section to provide for a change in Contract Price or any other terms or conditions of this Contract.

C) Claims and Additional Funds:

The Contractor shall send to the Government Representative or his designee once in each month an account giving particulars (as full and detailed as possible) of all claims for any additional expense beyond that specified in the Contract to which the Contractor may consider himself entitled and of all extra or additional services ordered by the Government Representative or his designee which he has executed during the preceding month, such as addition of new facilities, equipment, or other costs. No claim for payment for any services will be considered which has not been submitted with details supporting such claims prior to the end of the Contract.

Article No. 45 - Temporary Equipment and Works and the Materials

I. Use of Equipment and Other in the Implementation of the Works

The provisional equipment and works and the materials supplied by the Contractor once on site shall be wholly and solely dedicated to the purpose of constructing and accomplishing the works. The Contractor shall not move such equipment, works and materials or any part thereof from the site without written approval unless such moving is from one part of the site to the other and the Government representative shall not abstain from granting such written consent without a reasonable cause.

II. Transporting Equipment and Other

The Contractor shall - after accomplishing the works - transport from the site all of the above mentioned construction equipment, the remaining provisional works and all unused materials that he had supplied and he shall clean the site.

III. Non-responsibility of Employer for any Breakdown in Equipment and Other

The employer shall not at any time be responsible for any loss or damage to any of the equipment or provisional works or materials, except as stipulated in Article 54 of these conditions.

Article Nos. 46 thru 52 - NOT APPLICABLE TO SCOPE OF SERVICES

Article No. 53 - Withdrawing the Work from the Contractor

Notwithstanding the other relevant regulations, the Government has the right to do the following:

- I. Withdraw the work from the Contractor and take possession of the site in any one of the following cases:
 - a. If the Contractor delays the start-up of the work or if the progress of the work carried out by the Contractor is slow or if the work is totally suspended by the Contractor to the extent that the Government judges it impossible to accomplish the work on due time.
 - b. If the Contractor withdraws from carrying out the work, or if he gives up or leaves or relinquishes or subcontracts the work without the prior written permission of the Government.
 - c. If the Contractor violates any of the conditions of the Contract or abstains from respecting any of his contractual obligations and does not remedy such situation despite the fact that fifteen days have expired since he received a written notification to this effect.
 - d. If the Contractor - in person or by other means - presents or promises any gift or loan or bonus to any Government employee or worker or any other person having any relation with the work that is the object of the Contract.

- e. If the Contractor becomes bankrupt or requests to be declared bankrupt, or if there is evidence of the Contractor's insolvency, or if an Order was issued to place the Contractor under state control, or if the Contractor is a company that has been liquidated or dissolved.

II. Withdrawing the work from the Contractor shall be by written notification based upon the recommendation of the Bid Inspection Committee without need to take any judicial procedures or other.

III. The Government may - at its own discretion - take the necessary measures that ensure the implementation of the work according to the required specifications and within the specified time limit, including assigning the management of the project to a consulting office without any need for withdrawing the work.

Article No. 54 - Implications of Withdrawing the Work

- I. In case the work is withdrawn from the Contractor, the employer may - at his absolute discretion - have recourse to any of the following procedures:
 - 1) Agree with the tenderer who follows in order to carry out the work at the same prices that he had originally submitted; in the event the said tenderer does not comply with such condition, the tenderers following in order shall be negotiated with to the same effect.
 - 2) To re-invite bids for the implementation of all or part of the unaccomplished works; this shall be done in all cases at the expense of the Contractor.
- II. The employer may - in any one of those cases stipulated in the previous article - to retain the materials, equipment and machinery present on site for use in the implementation of the work without paying any amounts in exchange to the Contractor or another party and without being responsible for any damage or deficiency thereto as a result of such use. The employer may also charge to the Contractor all the losses or damages that he has incurred as a result of withdrawing the work. In the event the final performance bond is not sufficient to cover such losses and damages, the Contractor shall pay to the employer at his request the remaining amount in that he is due in the debt of the Contractor. If the Contractor

abstains from paying such amount, the employer may, despite notifying the Contractor in writing, sell the retained materials, equipment and machinery and may also take all necessary measures to obtain all his dues from the Contractor.

- III. After financial settlement is made between the Contractor and the Government, the Contractor may transport his equipment, machines and materials from the site location.

Article No. 55 - Special Risks, Force Majeure

1. Except as herein expressly provided to the contrary, neither party to the Contract will be liable for any failure of or delay in the performance of its obligations or the exercise of its rights hereunder or for any loss or damage (including indirect or consequential damages) therefore, if such performance or exercise is delayed in whole or in part by reason of force majeure.
2. Examples of Force Majeure include, without limitation, perils of the sea, and air shipwrecks, fires, floods, atmospheric disturbances, storms, earthquakes, epidemics, wars, or any other occurrences beyond the control of the party affected by such occurrences and which by the exercise of reasonable diligence, said party is unable to expect, prevent, or provide against.
3. The party affected by reason of force majeure from the proper performance of the Services shall notify the other party in writing of the circumstances constituting the force majeure and of the obligation or performance which is thereby delayed or prevented. Any related suggestion should be submitted to the Ministry of Finance and National Economy for approval prior to implementation.
4. Any effects from fluctuations in national and international economies are specifically excluded from this Article.

Article No. 56 - Special Risk, War

In the case of the Contract being terminated due to the breaking out of war as previously indicated, the Government shall pay to the Contractor all his dues in exchange of the work that he has implemented in addition to the value of materials and goods supplied to the site

after deducting the amounts remaining due to the Government in the Contractor's debt from the balance of the amounts advanced to the Contractor or any other amounts paid to the Contractor in connection with the implementation of the work.

Article No. 57 - Contract Interpretation and Settlement of Disputes

All questions concerning interpretation or clarification of the Contract shall be submitted in writing to the Government Representative or his designee for determination. All determinations, instructions, and clarifications by the Government Representative or his designee will be issued within fourteen (14) calendar days of the Contractor's request. The Government Representative's decision will be final, unless the Contractor files with the Government Representative or his designee within fourteen (14) calendar days of any such determination, instruction, or clarification a written protest stating clearly and in detail the basis thereof. The Government Representative or his designee will issue a decision upon each such protest within fourteen (14) calendar days after receipt of the said protest. At all times, the Contractor shall proceed with the Services in accordance with the determinations, instructions, and clarifications of the Government Representative or his designee. The Contractor shall be solely responsible for requesting instructions or interpretations and shall be solely liable for any cost and expenses arising from its failure to do so. The Contractor's failure to protest in writing the Government Representative or his designee's determinations, instructions, clarifications or decisions within fourteen (14) calendar days after receipt thereof shall constitute a waiver by the Contractor of all of its rights to further protest, judicial or otherwise.

Notwithstanding the foregoing provisions, but only after full and timely compliance therewith, the Contractor may refer disputes to the Board of Grievances provided such referral shall be pursued only after written notice has been made to the Government of the Contractor's intent to so refer within fourteen (14) calendar days of the disputed decision of the Government and only if the referral is made on the basis that the Government's decision was unreasonable, arbitrary, capricious, or not in accordance with the Contract or applicable law. The decision of the Board of Grievances shall be final and binding on all parties.

Article No. 58 - Sending Notifications

Notifications and notices related to this Contract shall be delivered either personally against a receipt or by official or registered mail and shall be considered as received if delivered by any of these means at any of the following addresses in the Kingdom:

For the Employer: Presidency of Civil Aviation, Airways Engineering Directorate, P.O. Box 887, Jeddah 21421.

For the Contractor:

Addresses may be changed by notifying the other party thirty days before the addresses are changed.

Article No. 59 - Neglect on the Part of the Employer

The employer shall respect the terms of the Contract with good intentions and shall pay to the Contractor invoices, billings without delay. In the event the employer violates any of the conditions of the Contract, the Contractor may request compensation for any losses resulting from such violation.

However, the Contractor may not suspend the work on the basis of delayed payment on the part of the employer as a result of any error committed by the Contractor and the Contractor shall be deemed as relinquishing any right for compensation that he does not claim within thirty days from the occurrence of the incident on the basis of which the compensation is claimed.

Article No. 60 - Taxes and Fees

The Contractor shall be subject to the Saudi Regulations governing taxes and fees and he shall be responsible for paying such taxes and fees on due time and in the amounts due to the competent authorities. In the event such taxes and fees are increased or decreased following the date of submission of Tenders, the amount of the Contract shall be increased or decreased accordingly as is the case. However, in order for the difference resulting from the increase

in customs fees, the Contractor shall submit evidence that he has paid the difference that is in excess of the fees as a result of supplying materials destined for the implementation of the Contract work after the fees are increased, and he shall also submit evidence that such difference has not been compensated for as a result of price modification as per this article.

Article No. 61 - Import and Custom Regulation

- (1) The Contractor certifies his knowledge of the fact that import and customs regulations and instructions enforced in the Kingdom apply to the supply and shipping of any products or any parts thereof to and from the Kingdom, including the regulation concerning import embargoes.
- (2) The Employer - as for the general authority that it is entitled - has the sole right for final selection of the carriers or insurance company or companies that provide services in the Kingdom or any goods supplied as per the provisions and terms of this Contract.

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اللَّهُمَّ إِنِّي أَسْأَلُكَ مُلْكَ السَّمَاوَاتِ وَالْأَرْضِ
وَمَا بَيْنَهُمَا وَمَا فِي الْأَنْفُسِ
وَمَا فِي الْأَرْضِ وَمَا فِي السَّمَاوَاتِ

عَاهَدَ رَأْسَةُ الطَّيَّارَاتِ الْمَلَكِيَّةِ ١٧-٩٣
لِلْعُمُورِ وَتَشْغِيلِ وَصْبَانَةِ تَسْلَامِ الْمَلَأَقَمِ الْجَوَيْنِيَّةِ
الْجَزَّالِ ١ - النَّسْخَةُ الْأَنْجَلِيَّةُ

ORIGINAL

مُؤْمِنَةُ الْعَقْدِ
الشُّرُوطُ الْعَامَّةُ
الْمُوَاصِفَاتُ الْخَاصَّةُ
الشُّرُوطُ الْمَالِكِيَّةُ وَالْمُرْفَقَاتُ
مُبَخَّالُ الْخَدْمَاتِ وَالْمُرْفَقَاتُ



CONTRACT PCA-93-017
FOR
OPERATIONS AND MAINTENANCE
OF THE
AIR NAVIGATION SYSTEM SUPPORT (ANSS IV) PROGRAM
VOLUME 1 - ENGLISH
Form of Contract
General Conditions
Special Specifications
Financial Conditions and Attachments
Scope of Services and Attachments

THE KINGDOM OF SAUDI ARABIA
Ministry of Defence and Aviation
Presidency of Civil Aviation

KSA0000002109

SECTION 2
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SECTION 2 SPECIAL SPECIFICATIONS

2-62 DISCOVERY OF CONFLICTS, ERRORS, OMISSIONS OR DISCREPANCIES

All documents referenced within this document and in Section 1, Article 2, are essential parts of the signed Contract, and a requirement occurring in one is binding as though occurring in all.

In case of conflicts, discrepancies, errors, or omissions among Contract documents, the matter shall be submitted immediately by the Contractor to the Government Representative or his designee for clarification. Any of the Services affected by such conflicts, discrepancies, errors, or omissions which is performed by the Contractor prior to clarification by the Government Representative or his designee shall be at the Contractor's risk.

Errors or omissions occurring in any part of the Contract may, at any time, be corrected by the Government and shall not give rise to any claim for damages on the part of the Contractor.

2-63 SAFETY AND SECURITY

Because of the criticality of the equipment and facilities to be maintained, and of the services to be performed under the Contract, the Contractor shall throughout the period of the Contract, fully adhere to the applicable national and international safety regulations, including as a minimum the PCA and ICAO Standards, Specifications, Orders, and Directives which are directly or indirectly concerned with the maintenance of facilities and equipment.

Since the services are related to the safety of air transport as a whole and the Kingdom's airspace and airports in particular, if any incident results from mal-administration or negligence, intentional or unintentional, on the part of the Contractor's personnel, the Contractor shall bear the resulting financial, legal, and moral burdens.

The Contractor and its personnel shall comply with all applicable safety laws, regulations, and standards.

The Contractor and its personnel shall provide the necessary measures to keep Government-furnished materials and equipment secure.

The Contractor shall co-operate with the appropriate Security Departments on all security matters. All Contractor personnel and Subcontractor personnel working at the sites and facilities will be required to obtain appropriate identification badges.

2-64 USE OF GOVERNMENT'S EQUIPMENT, FACILITIES, AND VEHICLES

The Government will provide at no cost to the Contractor air-conditioned furnished office accommodations consistent with professional standards prevailing in the Kingdom of Saudi Arabia; temporary furnished living accommodations at remote sites at which accommodations have been established; with the exception of living accommodations located at various airports throughout the Kingdom where Contractor personnel are assigned permanently. In this instance the PCA Tariff would apply; in addition to the provision of spare parts, incidental operating supplies, tools and test equipment, shop tools, office equipment and furnishings, heat, light, water and power; and vehicles and fuel necessary to perform the work at the worksites.

The Contractor and its personnel shall be responsible for adequate safety of the Government-owned properties and buildings and equipment including, without limitation, vehicles and facilities in his custody and the compensation thereof as per the applicable rules and regulations. Such safety shall be, as a minimum, in accordance with the Government Representative's Directives, PCA Orders, and manufacturer's and similar civil aviation industry standards.

The Contractor shall hold the Government harmless against any damages or claims that may arise from the Contractors use of the Government-furnished Buildings, Equipment, and Facilities when such damages or claims arise from the improper use by or negligence of Contractor personnel. Contractor undertakes to return the buildings and equipment in the same good condition as he has received them.

2-65 **COMMUNICATIONS**

The Government shall assist the Contractor in obtaining access to and use of the Kingdom's communication facilities relating to the Air Navigation System for Contractor's in-country and out-of-country communications.

2-66 **PERMITS/PASSES**

Except as otherwise specified, the Contractor shall procure and pay for all permits, passes, and inspections other than inspections performed by the Government or its Government Representative or his designee and shall furnish any bonds or deposits required to permit performance of the Services hereunder. The costs of licenses, permits, or passes necessary for the Contractor to carry on business in the jurisdiction in which the Services are performed, shall be to the account of the Contractor and shall be included in the Contract Price for the Services included in the Contract.

2-67 **PUBLICATIONS AND PHOTOGRAPHS**

The Contractor shall make no announcement or release any information concerning the Contract, the sites, facilities, or any part thereof without prior written approval of the Government. The Contractor shall not take photographs on or of the sites or facilities without the written approval of the Government.

2-68 **COMMERCIAL ACTIVITIES**

The Contractor shall not establish any commercial activity or issue concessions, permits, or passes of any kind to other parties for establishing commercial activities on lands owned or controlled by the Government, unless approved in writing by the Government Representative or his designee.

2-69 **ACCESS TO GOVERNMENT RECORDS AND DATA**

To enable the Contractor to perform the services described herein, the Government will make available to the Contractor all records and technical data that are reasonably required pertaining to the services to be provided by the Contractor.

2-70 **STANDARDS AND CODES**

Applicable Saudi Arabian, PCA, and ICAO Standards shall, as a minimum, be adhered to by the Contractor in all services provided under the Contract.

2-71 **FIRE PREVENTION AND PROTECTION**

The Contractor and its personnel shall comply with the requirements of applicable PCA Fire Prevention and Protection Directives, copies of which will be available from the Government Representative or his designee.

2-72 **GOVERNMENT-CONTRACTOR RELATIONS**

All contacts, correspondence, and communications of any kind by the Contractor with the Government on all matters relating to the Contract shall be made only through the Government Representative or his designee.

2-73 **DESIGNATED REPRESENTATIVE OF THE CONTRACTOR AND POWER OF ATTORNEY**

Before commencing performance of the Services, the Contractor shall designate a competent Representative, acceptable to the Government, to represent and act for the Contractor twenty-four (24) hours per day, seven (7) days per week including Public Holidays, and shall inform the Government Representative or his designee in writing of the name and address of such Designated Representative and of any changes thereto. The Government shall be entitled to rely on the authority of such Contractor Designated Representative to act for and to commit the Contractor in regard to all matters under the Contract. The Contractor must provide the Government with a properly certified power of attorney for their Designated Representative.

2-74 **RIGHT OF WAIVER**

None of the conditions of the Contract shall be considered waived by the Government or the Government Representative or his designee unless such waiver is given in writing by the Government or the Government Representative or his designee. No such waiver shall be a waiver of any past or future default, breach or modification of any of the conditions of the Contract unless expressly stipulated in such waiver.

2-75 **CONTRACT COMPLETION**

Contract completion will take place in accordance with the applicable provisions relating to the various services as specified in Section 4, Scope of Services.

2-76 **CONTROL AND RESPONSIBILITY**

Addendum to Section 2, Article 26, the Contractor shall also be solely responsible for all personnel engaged in the performance of this Contract, with regard to the following:

- a) Salaries, wages, overtime.
- b) Benefits and allowances, including without limitation to, payment for social insurance (GOSI), general and comprehensive liability, workmen compensation and travel insurance.
- c) All cost in connection with employees driving license, its renewal, employees iqama, passport, exit/re-entry visas, travel documents, certification from Chamber of Commerce, and all other work-related items.

The Contractor shall, at its own expense, make payment or provision in respect of its contractual responsibilities referred to in this Article, and in no way deduct the cost thereof from any monies due or which may become due to the Contractor personnel.

2-77 **PRE-EMPLOYMENT MEDICAL EXAMINATION AND HISTORY**

Prior to the arrival of its personnel at the sites and facilities, the Contractor shall prepare, maintain, and make available to the Government Representative or his designee a record of the pre-employment medical examinations (to include AIDS examination) and medical history of each of its personnel. Such records of pre-employment medical examinations and medical histories shall be complete in all respects and shall indicate that the Contractor's personnel are in good general health and physically fit and capable of performing their duties in Saudi Arabia.

If at any time the Government or the Government Representative or his designee determines that the Contractor's personnel are not physically capable of performing their duties or would endanger the health of others, the Contractor shall take such steps to immediately remove such personnel from the sites and facilities and to provide, at the Contractor's expense, adequate medical care and treatment.

In the event of an outbreak of illness of an epidemic nature, the Contractor shall comply with and execute such regulations, orders, and requirements as may be imposed by the Government or any appropriate authorities for the purpose of dealing with such illness.

The Contractor shall take proper health precautions to protect its personnel and the public from such outbreak of illness.

2-78 **AUTHORIZATION FOR CONTRACTOR AIRCRAFT**

The Government shall assist the Contractor in obtaining authorization in accordance with the regulations of the Kingdom, to possess, operate and maintain Contractor-owned or leased aircraft within the Kingdom of Saudi Arabia. The Government Representative or his designee will assist the Contractor in obtaining flight clearances according to current regulations. All costs, including but not limited to; permits, insurance, authorizations, licenses, as well as all costs associated with the operation and maintenance of such Contractor-owned or leased aircraft, will be the responsibility of and will be borne by the Contractor. The Contractor shall provide this aircraft to sole use of PCA and shall not schedule the aircraft services to any

other Contractor business, or accommodate other non-PCA passengers, unless authorized by the Government Representative. The Contractor shall ensure that the basic task of this aircraft is to provide a expeditious means of transport to and from work places daily on a 24-hour basis, to ensure the prompt repair of failed equipment and to transport required equipment and spare parts. Flight scheduling will be as follows:

- a) Daily Routine Schedules - Flights shall be scheduled by the Contractor in a manner consistent with the requirements of the maintenance activity and Government requirements generally.
- b) Emergency and/or on-call Flight Schedules - In addition to the above paragraph (a), the Contractor shall provide the services of the aircraft within 6 hours from notification of request

2-79 **IN-KINGDOM TEMPORARY DUTY ASSIGNMENT (TDY)**

Due to the nature of the ANSS Program Operational and Maintenance requirements, the Contractor personnel may be assigned on Temporary Duty (TDY) to a place of work within the Kingdom.

a) **TDY Authorization:**

Prior to any Contractor personnel leaving his assigned location for TDY assignment, the approval of the Government Representative or his designee shall be obtained.

b) **Transportation:**

Travel to and from TDY assignment: The Contractor shall be fully responsible for organizing Contract employees' TDY and travel arrangements for emergency and routine maintenance and operation program requirements. The Contractor, at his own expense, through his Program Management Coordinators at the main Sectors, shall be available 24 hours a day, to cover the above mentioned travel requirements. The Government shall reimburse to the Contractor TDY assigned employees Economy Air Ticket Fares and their

excess baggage (if any, for tools and equipment), to and from TDY locations, provided that the Contractor Aircraft is scheduled for an alternative destination, as per the Government instructions. Should the Contractor fail to arrange the aircraft, the Contractor shall bear the costs of air tickets and excess baggage.

c) Meals and Lodging:

At the remote sites where the Contractor-provided accommodation is fully occupied or Contractor does not provide accommodation at that particular Sector for the reason of availability of an acceptable Hotel; the Contractor employees will be check-in the Hotel(s), until the end of his TDY assignments or until space is available at the Contractor accommodation, all cost including room and full course of daily meals and laundry expenses shall be paid by the Contractor at no cost to the Government.

d) Contractor TDY Accommodation:

At the Sectors and its remote Sectors where Company TDY accommodation is provided, the following should be provided at no cost to the Government:

- 1) Clean individual rooms, provided with furniture similar to the TDY assigned personnel permanent residence.
- 2) Clean freshly-laundered linen.
- 3) Washing and drying facilities.
- 4) Cooking utensils, dishes and cutlery.
- 5) Adequate provision of tea, coffee, sugar, and drinking water.

The Contractor shall provide daily cleaning of the rooms and common areas including toilets and bathrooms of each accommodation.

The Government through its representatives at Sectors shall inspect the Contractor accommodation on a regular basis.

e) In-Kingdom Temporary Duty Allowance (per diem):

One day of temporary duty is defined as a temporary duty of more than 24 hours due to mandatory requirements of the Program, outside of the employees permanent location. The Contractor shall provide reasonable daily per diem allowance for daily food and beverage expenses, at no cost to the Government.

f) PCA Personnel Accommodation:

On the basis of space availability, the Contractor shall accommodate PCA non-Contractor employees on TDY duties assigned by PCA. The Contractor shall provide similar services, except TDY allowance (per diem), to the non-Contractor personnel at no cost to the Government.

2-80 **SECURITY AND CUSTODIAL SERVICES:**

Contractor shall undertake to provide the following services at no cost to the Government:

- a) Contractor shall provide cleaning services at the locations where his personnel are stationed, such as Airways Engineering Jeddah Headquarters, which includes the Aeronautical Training Center - Jeddah (ATCJ), Airways Facilities Training Center (AFTC), Maintenance and Logistics Building, Program Management and Engineering Building, Central Facility Workshop and the Mosque.
- b) Contractor shall be responsible for the cleaning and custodial services of the green areas and parking lots, including gardening services, plantation, and landscaping.

c) Contractor shall be responsible for providing uniformed security guards to cover security tasks at three (3) gates on a 24-hour basis for the PCA/Airways Engineering main gate, AFTC, and ATC-J, and the surrounding areas.

These services shall be subject to Government supervision.

2-81 **MANAGEMENT AND OPERATIONS PROPOSAL**

2-81-1 **General:** The plan shall include the Contractor plan of action for the accomplishment of the Scope of Services, and define how the Contractor will manage, plan, schedule, and monitor the key events during Contract performance. The program plan identified by the Contractor shall form a part of the Contract, and the Contractor's performance will be monitored for compliance. The Government reserves the right to accept and/or reject any or all of the Program Plan identified/submitted by the Contractor.

2-81-2 **Format and Content:** The Management and Operations Plan shall be divided into the following parts, such division being clearly identifiable through the use of dividers or similar techniques:

2-81-2-1 **Contractor's Qualifications and Capabilities:** Description of the Contractor's capabilities to support his proposed operation plan illustrating the Contractor's qualifications in performing the work and meeting the program objectives and contract requirements.

2-81-2-2 **Facilities and Company Resources:** Describe the facilities and company resources available for the commitment to the total performance of the Services described in Section 4, Scope of Services.

2-81-2-3 **Program Plan:** The Management and Operations Plan shall include the Contractor's program plan for the accomplishment of key events and activities required for the performance of the Services described in Section 4, Scope of Services, including but not limited to the following:

2-81-2-3-1 **Recruitment Plan:** The Recruitment Plan shall describe how the Contractor proposes to:

- a) Solicit applications from candidates for employment under the contract;
- b) Determine the suitability of applicants in terms of qualifications, experience, personality and legal eligibility;
- c) Provide orientation to successful applicants;
- d) Process urgent requests.

The Recruitment Plan shall include a description of the Contractor's existing and proposed recruitment operations including schedule of hiring rate by level, and the names of key recruitment personnel.

2-81-2-3-2 **Mobilization Plan:** The Mobilization Plan shall describe how the Contractor proposes to ensure that his organization is capable of performing the specified Services from the specified start date for the provision of those Services. Activities described shall include, but not be limited to:

- a) Securing necessary visas and work permits for personnel.
- b) Establishment and availability of Contractor-representative in-Kingdom.
- c) Kingdom orientation and cultural familiarization program for foreign employees and their dependents prior to arrival in the Kingdom.
- d) Initial life support facilities to be extended to employees.
- e) Job familiarization program for employees.

2-81-2-3-3 **Operations Phase-In Plan:** The Operations Phase-In Plan shall describe how the Contractor proposes to replace with its own personnel and services the personnel and services currently provided to the Government by the incumbent

Contractor. The Plan shall include provisions which ensure the minimum disruption of the Presidency of Civil Aviation's day-to-day operations, and shall include a time-phased, prioritized program of handover activities.

2-81-2-3-4 **Technical Support Plan:** The Technical Support Plan shall describe how the Contractor proposes to maximize the performance of its man-month personnel in the discharge of their operational and training duties. The Plan shall also describe the Contractor's approach towards the implementation of Contractor-initiated programs, including but not limited to management, advisory, self-evaluation programs. The Plan shall include details of the Contractor's existing and proposed technical support operations, including their relationships with other elements in the Contractor's organization, and the names of key technical support personnel.

2-81-2-3-5 **Saudiization Plan:** The Saudiization Plan shall describe how the Contractor proposes to Saudiize his own work-force employed under the Contract, and to actively work towards the replacement of Contract personnel by Saudi National personnel. The plan shall include details of a comprehensive Saudiization schedule covering the entire Contract period.

2-81-2-3-6 **Logistics Support Plan:** The Logistics Support Plan shall describe how the Contractor proposes to provide the Logistics Services specified in Section 4, Scope of Services. The Plan shall include details of the Contractor's existing and proposed Logistics operations including their relationships with other elements in the Contractor's organization, and the names of key logistics personnel.

2-81-2-3-7 **Salary/Merit Increase Plan:** The salary increase plan shall describe how the Contractor proposes to provide incentives in the form of salary increases in relation to annual performance evaluations as referenced in Article 4-2-3-2. The plan shall include provisions which will ensure equal employment opportunity treatment to all contract employees.

2-81-2-3-8 **Employee/Industrial Relations and Life Support Plan:** The Employee/Industrial Relations and Life Support Plan shall describe how the Contractor proposes to maintain a harmonious relationship with its employees and between

its employees, and provide for the life support needs of employees and their dependents. The Plan shall include, but not limited to such details as:-

- a) Personnel Relations policies and philosophy in detail,
- b) Benefits and services (other than salary) to be provided to employees and their in-Kingdom dependents,
- c) Standard of furnished-housing including hospitality kit, to be provided to employees and their in-Kingdom dependents,
- d) Messing facilities and services or appropriate food allowance, to be provided to employees,
- e) Transportation-to-work facilities and services or appropriate transportation allowance, be provided to employees for routine and non-routine work in detail.
- f) Communications, including international telephone facilities, to be provided to employees and their in-Kingdom dependents,
- g) Vacation transportation to be provided to employees and their in-Kingdom dependents,
- h) Recreation facilities and transportation to be provided to employees and their in-Kingdom dependents, to include but not be limited to school and shopping bus and miscellaneous.
- i) Education benefits to be provided to married status employees' dependents,
- j) Full comprehensive medical facilities and health insurance and all other insurance, to be provided to employees and their dependents, from the hire date to the departure date,

- k) In-Kingdom, TDY: The Contractor shall provide to employees a schedule of per diem rate(s) for In- Kingdom temporary duties.
- l) Other benefits and services.

The Plan shall include details of the Contractor's existing and proposed Employee/Industrial Relations organization structure, including their relationships with other elements of the Contractor's organization, and the names of key Employee/Industrial Relations personnel.

2-81-2-3-9 **Government Relations Plan:** The Customer Relations Plan shall describe how the Contractor proposes to establish and retain throughout the life of the Contract a close working relationship with the PCA and to be responsive to the Government's requirements for submission of information, identification and resolution of problems affecting the program, and general quality control over the services provided to the Government.

2-81-2-3-10 **Key Personnel:** The Contractor shall provide career resumes of key personnel, including those called for in Article 4-10, which he proposes to deploy on a full time basis in support of this program. The Contractor shall also provide resumes of man-months personnel proposed for the primary management (Level A) positions as set forth in Section 4.

2-81-2-4 **Subcontractor Information:** The Contractor shall provide a list of prospective subcontractors, subject to the provisions of Section 2, General Conditions, Article 4, together with information on each subcontractor in accordance with the requirements of Articles 2-81-2-1, 2-81-2-2, and 2-81-2-3 herein.

2-81-2-5 **Contractor Aircraft Service Plan:** The Contractor Aircraft Service Plan shall describe how the Contractor proposes to provide a Contractor-owned or leased aircraft. The plan shall also describe the proposed aircraft daily flight schedules throughout the Kingdom.

2-81-2-6 **Combination Index and Requirements Cross-Reference:** The Contractor shall provide a Combination Index and Requirements cross-reference to permit each requirement in Section 2, Section 3, and Section 4 (General Conditions, Financial Conditions, and Scope of Services respectively) to be readily identified with the Article(s) of the proposal.

2-81-2-7 **Other Information:** The Contractor is permitted to provide any other information which he feels will be of assistance to the Government in evaluating his performance.

2-82 **WORDS AND PHRASES:**

Where the words "required", "approved", "proposal", "satisfactory", "determined", "acceptable" or similar words are used in the Contract, action by the Contracting Officer or his designee is indicated unless the context clearly indicates otherwise, and all Work shall be in accordance therewith. Such action, or failure to act, shall not relieve the Contractor of its obligations for performance of the Contractor. Wherever it is provided in the Contract that the Contractor shall perform certain Work (at its expense) or (without charge) or (at the account of the Contractor) or that certain Work (will not be paid for separately), such parenthesised words mean that the Contractor shall not be entitled to any additional compensation from the Government for such Work, and the cost thereof shall, unless otherwise specified, be considered as included in payment for other items of Work.

2-83 **CONFIDENTIALITY AND NON-DISCLOSURE**

The Contractor shall not divulge to third parties, without the written approval of the Government, any information which it obtains in connection with the performance of the Contract unless the information is obtained by the Contractor from a third party who did not receive same, directly or indirectly, from the Government or the Government Representative or his designee and who has no obligation of secrecy with respect thereto. However, the Contractor shall remain responsible to the Government jointly with the Party to whom the Contract or part thereof has been relinquished to upon the execution of the Contract.

The Contractor shall not, without the prior written approval of the Government, disclose to any third party any information developed or obtained by the Contractor in the performance of the Contract, except to the extent that such information falls within one of the categories described above.

The Contractor understands and agrees that its personnel working directly under Government supervision may in the course of their duties be in receipt of information to which the Contractor will have no right of access, and the Contractor agrees that it will make no attempt to obtain such information from the aforementioned personnel.

The Contractor shall insert a condition in its Contracts with its personnel to ensure the non-disclosure of information concerning the Contract and the services specified herein. The Contractor will be held responsible by the Government for any violations of this condition.

اللَّهُمَّ إِنِّي أَسْأَلُكَ مُلْكَ السَّمَاوَاتِ وَالْأَرْضِ
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الْبَعْدَ الْأَوَّلِ - النَّسْخَةُ الْأَنْجَلِيَّةُ

ORIGINAL

صُورَةُ الْعَهْدِ
الشُّرُوطُ الْعَامَّةُ
الْوَارِدَاتُ الْخَاصَّةُ
الشُّرُوطُ الْأَنْجَلِيَّةُ وَالْمُرْفَقَاتُ
مُبَخَّالُ الْخَدَائِقَاتُ وَالْمُرْفَقَاتُ



CONTRACT PCA-93-017
FOR
OPERATIONS AND MAINTENANCE
OF THE
AIR NAVIGATION SYSTEM SUPPORT (ANSS IV) PROGRAM
VOLUME 1 - ENGLISH
Form of Contract
General Conditions
Special Specifications
Financial Conditions and Attachments
Scope of Services and Attachments

THE KINGDOM OF SAUDI ARABIA
Ministry of Defence and Aviation
Presidency of Civil Aviation

KSA0000002127

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FINANCIAL CONDITIONS
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SECTION 3
FINANCIAL CONDITIONS

3-1 FUNDING SUMMARY

Set forth below is a summary of total funds authorized for anticipated expenditures under this Contract and any extension thereto.

In addition to the initial funding specified herewith, any additional costs or costs occurring by changes as per Government requirements and requests or due to Contract Award delay or continuation of work, which exceed the balance of funds in the respective Contract funding at any time, the Government shall increase the Contract authorized funding as required by the changes or continuation of work.

3-1-1 Man-month Funding (Included in 3-1-3)

<u>Contractual Years</u>	<u>Total Funding Required</u> <u>Per Year (Saudi Riyals)</u>
1416/17 (1995/96)	71,976,732
1417/18 (1996/97)	70,942,596
1418/19 (1997/98)	69,073,644
GRAND TOTAL (36 GREGORIAN MONTHS)	211,992,972

3-1-2 Logistics Support Services Funding (Included in 3-1-3)

Any long lead procurement items which are not completed within this Contract period, the remaining balance of payments and unpaid billings shall be transferred to the following Contract year period funding, subject to the approval of the Government Contracting Officer or its designee.

<u>Contractual Years</u>	<u>Total Funding Required</u> <u>Per Year (Saudi Riyals)</u>
1416/17 (1995/96)	81,666,667
1417/18 (1996/97)	73,666,667
1418/19 (1997/98)	57,666,666
GRAND TOTAL (36 GREGORIAN MONTHS)	213,000,000

3-1-3 **Total Funds Authorized**

<u>Contractual Years</u>	<u>Total Funding Required</u>
	<u>Per Year (Saudi Riyals)</u>
<u>1416/17 (1995/96)</u>	<u>153,643,399</u>
<u>1417/18 (1996/97)</u>	<u>144,609,263</u>
<u>1418/19 (1997/98)</u>	<u>126,740,310</u>
GRAND TOTAL (36 GREGORIAN MONTHS)	<u>424,992,972</u>

3-2 **PAYMENT PROCEDURES TECHNICAL AND SUPPORT MAN-MONTH SERVICES**3-2-1 **Monthly Payments - Man-month Services**3-2-1-1 **Entitlement**

The Contractor shall be entitled each month to be paid for the Technical and Support Man-months provided during the preceding month at the man-month billing rates prescribed in Attachment D, Article 3-7-1 of this Section 3.

Man-month billing for an employee hired from outside the Kingdom of Saudi Arabia shall commence upon the employee's arrival in Saudi Arabia provided that no more than two (2) working days (as defined in Article 4-2-15-1) elapses between the date of arrival and the date of the employee's first day of work at the assigned PCA work location. Intervals greater than two (2) days as specified herein above shall be at the Contractor's expense. The Contractor may, upon the approval of the Government representative, hire more than one person on any one identified position in Section 4, para 4-10, if required, provided this action shall not affect the total value of the Contract.

Man-month billing for an employee hired within the Kingdom of Saudi Arabia shall commence from the date of the employee's first day of work at the assigned PCA work location.

The man-month billing for an employee hired for a married status position who is accompanied by his family/legal dependents in Kingdom, shall be the corresponding full man-month rate stated in Article 3-7-1. However, if an employee is hired for a married status position but not accompanied by his family/legal dependents in Kingdom, the man-month billing shall be twenty percent (20%) less than the corresponding full man-month rate as stated in Article 3-7-1 and as defined in Articles 3-4-2 and 4-2-1-5 of the Contract.

3-2-1-2

Contractor Invoice

At the end of each Contract month, the Contractor shall provide the Contracting Officer or his designee with two (2) original copies, each in Arabic and English, of the Contractor's invoice for Technical and Support Man-month Services for the Contract month then ended, specifying the invoice period, invoice number, man-month levels, man-months billed and Saudi Riyals amount billed. The invoice shall be accompanied by the Supporting Documentation required in Article 3-2-1-4, and shall be certified by the Contractor's Authorized Representative.

3-2-1-3

Payment Due Date

Payment will be due for the amount shown on the Contractor's invoice within sixty (60) calendar days following the date of approval of the Contractor's invoice by the Contracting Officer and his designee. Payment will be made in accordance with applicable PCA and Ministry of Finance procedures.

3-2-1-4

Supporting Documentation

The Contractor shall provide with its monthly invoices an original, and two copies, each in Arabic and English, of the documents pertaining to man-month employees and billings for man-months, identified and defined in Attachment C, Article 3-6 of this Section 3, and other information as may be required by the Contracting Officer or his designee.

3-2-1-5

Billing Adjustments

Following the Government's review of the Supporting Documentation required in Article 3-2-1-4, if any adjustment results from errors and omissions identified by such review, such adjustment shall be made in the invoice for the next month following the Contractor's receipt of written notice of such error or omission.

3-2-2 **Annual Reconciliation - Man-month Services**

Within Ninety (90) days after the end of each Contract year, the Contractor shall submit to the Contracting Officer or his designee an original and four (4) copies, each in Arabic and English, of the documents pertaining to Annual Reconciliation of Technical and Support Man-month Services, identified and defined in Attachment C, Articles 3-6 and 3-2 of this Section 3, and other information as may be required by the Contracting Officer or his designee.

3-2-3 **Provisional Acceptance - Man-month Services**

Upon receipt of the Contractor's Annual Reconciliation, the Contracting Officer or his designee will, if satisfied with the validity of the information contained therein, provide the Contractor with a Certificate of Provisional Acceptance of the Technical and Support Man-month Services provided during the subject Contract year.

3-2-4 **Annual Settlement of Claims - Man-month Services**

Upon receipt of the Contractor's Annual Reconciliation, the Contracting Officer will enter into negotiations with the Contractor in an effort to mutually resolve claims outstanding from the subject year. For such claims as are resolved which require payment, the Contractor will be entitled to payment upon submission of two (2) copies each in Arabic and English of an invoice or invoices for the amount agreed upon by both parties. Such claims as are not resolved will be dealt with in accordance with Section 2 General Conditions, Article 57, Contract Interpretation and Settlement of Disputes.

3-2-5 **Final Reconciliation - Man-month Services**

The Annual Reconciliation for the third and final year of the Contract shall be submitted together with a Final Reconciliation of the Technical and Support Man-month Services. Within ninety (90) days after the end of the Contract period the Contractor shall submit to the Contracting Officer or his designee its third Annual Reconciliation for Technical and Support Man-month Services as required in Section 3, Attachment C, Article 3-6-3-2 with the exception of the certificate from the Department of Zakat and Income Tax. In addition the Contractor shall submit to the Contracting Officer or his designee four (4) copies, each in Arabic and English, of the documents pertaining to a Final Reconciliation of Technical and Support Man-month Services covering the entire Contract period, identified and defined in Attachment C of this Section 3, and other information as may be required by the Contracting Officer or his designee.

3-2-6 **Final Acceptance - Man-month Services**

Final Acceptance of Technical and Support Man-month Services and the settlement of all outstanding claims will occur in accordance with Article 3-4, Contract Closing Procedure.

3-3 PAYMENT PROCEDURES - LOGISTICS SUPPORT SERVICES

3-3-1 Monthly Payments - Logistics Services

3-3-1-1 Entitlement

The Contractor shall be entitled each month to be paid for Logistics Support purchases made during previous months and for Special Cost Items as described in Section 4 Scope of Services, Article 4-3.

3-3-1-2 Contractor Invoices

At the end of each Contract month, the Contractor shall provide the Contracting Officer or his designee with two (2) original copies, each in Arabic and English, of the Contractor's invoices for In-Kingdom purchases, Out-of-Kingdom purchases and each Special Cost Item. All In-Kingdom and Out-of-Kingdom Logistics invoices shall be supported by original Vendor invoices, this includes any Out-of-Kingdom Contractual Agreements. Payments will be made against such invoices pursuant to the Ministry of Finance and National Economy Circular No. 17/207, dated 6/6/1407H. The invoices shall be accompanied by the Supporting Documentation required in Article 3-3-1-3 of this Section 3, and shall be certified and signed by the Contractor's Authorized Representative.

Separate invoices shall be submitted by the Contractor for the following cost items:

3-3-1-2-1 In-Kingdom Logistics

The invoice shall cover materials and services (excluding Technical and Support Man-month Services, and Special Cost Items referenced in Articles 3-3-1-2-3, 3-3-1-2-4, and 3-3-1-2-7) procured by the Contractor within the Kingdom of Saudi Arabia under the terms of this Contract.

3-3-1-2-2 Out-of-Kingdom Logistics

The invoice shall cover materials and services (excluding Technical and Support Man-month Services, and Special Cost Items referenced in Articles 3-3-1-2-3 through 3-3-1-2-7) procured by the Contractor outside the Kingdom of Saudi Arabia under the terms of this Contract.

3-3-1-2-3 **Special Cost Items - Overtime**

The invoice shall cover overtime hours worked by Technical and Support Man-month personnel in accordance with the terms of this Contract.

3-3-1-2-4 **Special Cost Items - Support Staff**

The invoice shall cover costs for Support Staff personnel employed by the Contractor under the terms of this Contract.

3-3-1-2-5 **Special Cost Items - Engineering and Technical Advisors**

The invoice shall cover costs for Engineering and Technical Advisory personnel (excluding Technical and Support Man-month Personnel) employed by the Contractor under the terms of this Contract.

3-3-1-2-6 **Special Cost Items - Temporary Duty and Factory Training**

The invoice shall cover costs for Out-of-Kingdom Temporary Duty and Factory Training provided by the Contractor under the terms of this Contract.

3-3-1-2-7 **Special Cost Items - Basic Training Program Center Life Support Services**

The invoice shall cover Student Life Support Services, including monthly allowance payments to students, provided by the Contractor for Saudi National student technical training under the terms of this Contract.

3-3-1-3 **Supporting Documentation**

The Contractor shall provide with its monthly invoices an original and two (2) copies, each in Arabic and English, of documents pertaining to In-Kingdom purchases, Out-of-Kingdom purchases and Special Cost Items, identified and defined in Attachment C of this Section 3, and other information as may be required by the Contracting Officer or his designee.

3-3-1-4 **Billing Adjustments**

Following the Government's review of the Supporting Documentation required in Article 3-3-1-3, if any adjustment results from errors and omissions identified by such review, such adjustment shall be made in the invoice for the next month following the Contractor's receipt of written notice of such error or omission.

3-3-2

Annual Reconciliation - Logistics Services

Within ninety (90) days after the end of each Contract year, the Contractor shall submit to the Contracting Officer or his designee an original and four (4) copies, each in Arabic and English, of the documents pertaining to an Annual Reconciliation of Logistics Services identified and defined in Attachment C of this Section 3, and other information as may be required by the Contracting Officer or his designee.

3-3-3 **Annual Settlement of Claims - Logistics Services**

Upon receipt of the Contractor's Annual Reconciliation, the Contracting Officer will enter into negotiations with the Contractor in an effort to mutually resolve claims outstanding from the subject year. For such claims as are resolved which require payment, the Contractor shall be entitled to payment upon submission of two (2) copies each in Arabic and English of an Invoice or Invoices for the amount agreed upon by both parties. Such claims as are not resolved will be dealt with in accordance with Section 2 General Conditions, Article 57, Contract Interpretation and Settlement of Disputes.

3-3-4 **Final Reconciliation - Logistics Services**

The Annual Reconciliation for the third and final year of the Contract shall be submitted together with a Final Reconciliation of the Logistics Support Services. Within ninety (90) days after the end of the Contract period the Contractor shall submit its third Annual Reconciliation as required in Article 3-3-2. In addition the Contractor shall submit a detailed reconciliation of all the Contract years in accordance with procedures developed by the Contractor and submitted for Government approval as part of the Contractor's Phase-Out Plan, as described in Section 4 Scope of Services, Article 4-4-7-2.

3-3-5 **Final Acceptance - Logistics Services**

Final Acceptance for Logistics Support Services and the settlement of all outstanding claims will occur in accordance with Article 3-4, Contract Closing Procedures.

3-4 CONTRACT CLOSING PROCEDURES

3-4-1 Termination of Logistics Procurement Actions

3-4-1-1 A minimum of ninety (90) days prior to expiration of the Contract, the Contractor shall thereupon take necessary action to ensure orderly termination of his procurement actions upon the date of Contract expiration.

3-4-1-2 The Contractor shall make every possible effort to ensure that vendors meet forecasted delivery schedules so that all items arrive in Saudi Arabia before or as soon as possible after the date of Contract expiration. The Contractor will continue processing shipment(s) through the Freight Forwarders and process invoice(s) after the Contract expiration date until all requested items have been received or canceled.

3-4-1-3 The Government will ensure that sufficient funds are made available to cover the costs of materials remaining undelivered at the expiration of the Contract and shall extend the funding availability until final Contract closure.

These amounts must be within the allocated budget of the Contract, pursuant to the Cabinet of Ministers Resolution No. 30 for the year 1408H, which requires not to assign the Contractors with services which may increase their due payments above the allocated Contract funds.

3-4-2 Settlement of Married Status - Accompanied/Unaccompanied Position.

As referenced in Attachment D, Article 4-10, all positions in Level 'A' through 'E' are defined as married status. Married status positions are classified as either accompanied or unaccompanied positions, as defined in Article 2-1.

If the Contractor recruits an employee for a married status position, but not accompanied by his family and/or legal dependents in Kingdom, the Government's reimbursement to the Contractor shall be twenty percent (20%) less than the corresponding full man-month rates as stated in Article 3-7-1.

3-4-3 Final Adjustments

Upon receipt of the Contractor's Final Reconciliations for Technical and Support Man-month Services and Logistics Support Services, the Government will conduct a review of the aforesaid reconciliations, and the Contractor shall make any necessary adjustments resulting from the Government review.

3-4-4 Final Acceptance of Services

Upon completion by the Government of the review to its satisfaction of each of the Contractor's Final Reconciliations, and upon the completion by the Contractor of any adjustments required by the Government, the Government will issue the Contractor with Certificates of Final Acceptance of the Technical and Support Man-month Services, and the Logistics Support Services.

3-4-5 Contractor Submission of Government Certification

- 3-4-5-1 Within ninety (90) days after final adjustments resulting from Contract closing reconciliation, the Contractor will submit to the Contracting Officer or his designee the following:
- 3-4-5-2 Statements from the Zakat and Income Tax Department and from the General Office of Social Insurance certifying that the Contractor has paid its taxes and contributions for the preceding year pursuant to Article No. 3-4-8 of these Financial Conditions; and,
- 3-4-5-3 A statement from the Ministry of Interior Recruitment Office certifying that the Contractor has fulfilled its obligations related to the discharge of its foreign workforce.

3-4-6 Statements of Outstanding Claims

Within the ninety (90) day period referred to in Article 3-4-5-1 of this Section 3, the Contractor shall submit to the Government a statement of all claims arising from the performance of each of the services and previously identified in the Final Reconciliations which have not been mutually resolved within the preceding periods. This document shall also set forth the action or monetary compensation, or both, necessary in the opinion of the Contractor to equitably resolve the claim.

Within the same period the Government will submit in writing to the Contractor any and all Government claims for money compensation or Contractor actions, or both, which in the opinion of the Government are necessary to satisfy the Contractor's obligations under the Contract.

3-4-7 Non-Settlement of Claims

3-4-7-1 In the event that any claims submitted by the parties hereto have not been settled by mutual agreement pursuant to negotiation within a period of sixty (60) days following the expiration of the ninety (90) day period referred to in Article 3-4-5-1, areas of controversy remaining unsettled shall be considered a dispute in accordance with Section 2 General Conditions, Article 57.

3-4-7-2 No claim with respect to any or all services shall be permitted to be asserted by either party against the other unless such claims were identified in writing and presented to the other party within the ninety (90) day period referred to in Article 3-4-5-1.

3-4-8 Final Payment and Contract Closure

Upon mutual reconciliation of all claims presented hereunder, or in the event neither party shall submit claim against the other party within the ninety (90) day period referred to in Article 3-4-5-1, each party shall execute a certificate stating there are no existing claims and deliver the said certificate to the other party hereto. The receipt of the said certificate by the party, in addition to the Contractor providing the Government with copies of Department of Zakat and Income Tax and Ministry of Interior statements described in Article 3-4-5, shall entitle the Contractor to Final Payment for Technical and Support Man-months and Logistics Support Services and Special Cost Items, and shall officially close the Contract and discharge each party from any obligation created by the Contract, with respect of the services specified in the Contract, with the exception of any monetary adjustments that are required by Section 2 General Conditions, Article 60 because of final payment of taxes.

3-5 PERFORMANCE BONDS

All Performance Bonds issued by the Contractor and presented to the Government must be in accordance with the Rules and Regulations as defined in the Ministry of Finance and National Economy Resolution No. 17/67, dated 2/4/1408H.

3-5-1 Period of Effectivity

The effectivity of the Performance Bonds provided in accordance with the Request for Proposal, Article 1-16, and Section 2, Form of Contract, Article 9, General Conditions, shall continue until one (1) year after Contract completion or as determined by the Government. In the event of earlier termination of this Contract other than for the default of the Contractor in its performance hereunder, the bonds will expire one (1) year after such termination. The bonds shall be obtained by the Contractor from a bank which is acceptable to the Saudi Arabian Monetary Agency.

3-5-2 Release of Performance Bond

Upon performance by the Contractor of all of its obligations under the Contract, and upon the issuance of the Certificate of Contract Completion and submittal of final Zakat Certificate, the Performance Bond will be released to the Contractor, after it has been ascertained by means of the above certificates that the Government has no claims against the Contractor.

**SECTION 3
FINANCIAL CONDITIONS
ATTACHMENT A**

**PERFORMANCE LETTER OF GUARANTEE
(PERFORMANCE BOND - REDUCING)**

Messrs _____

Place : _____
No. : _____
Date : _____

As you have granted our Customer/ _____
(Specify the Contract purpose information)

We hereby _____ Bank guarantee our
above mentioned Customer without any objection from our Customer, to pay an amount not
exceeding _____ (figures) _____ (letters) which
is equal to (5%) of the total Contract price.:

Upon the Contractor submitting to the Bank a certified true copy of the Contractor's written
receipt acknowledging payment for manmonth billing invoices, the value of this Performance
Letter of Guarantee (Performance Bond) will be automatically reduced by an amount equal to
five percent (5%) of the gross value of each such invoice.

We hereby unconditionally guarantee to put under your disposal all or a portion of the above
mentioned figure after giving effect to all reductions therefrom as provided hereinafter upon
receiving your first written notice, according to your absolute judgment, of a failure in
providing the Technical and Support Manmonths Services required by the above mentioned
Contract thereby justifying such request as per this Guarantee.

This guarantee is valid until the end of _____ of _____ 14 H.

Any dispute over the interpretation of the conditions of this Letter of Guarantee shall be subject to the regulations of the Kingdom of Saudi Arabia, particularly the guarantees regulation issued by H.E. Minister of Finance and National Economy No. 17/67 dated 2/4/1408H.

Authorized Signature

البنك السعودي الامريكي



شركة سعودية ماسحة - س.ت ٣٥٣١٩ -رأس المال ٦٠٠ مليون ريال مدفوع بالكامل - المقر الرئيسي : الرياض
A Saudi Joint Stock Company, C.R. 35319, Fully Paid Up Capital S.R. 600 Million - Head Office, Riyadh

Al-Andulas Street
P.O.Box 490 Jeddah 21411
Saudi Arabia
Tel. 6533555
Tlx. 601968 SAMB SJ

خطاب ضمان نهائی

ORIGINAL

4844

التاريخ : ٢٠ رجب ٦
السادة : وزارة الدفاع
خطاب ضمان رقم : ٠٣٦٣٢٢٩

حيث أتكم منتحم عملاً عننا تأسدة : شركة ملء أفكوا غير البلاد العربية.

عند دعم وتشغيل وصيانة نظام الملاحة الجوية بالمملكة . الرقم الإشاري المنافسة رقم ٩

(ب) أية مدفوعات تم بناء على طلبكم س تكون صافية وخلاله من وبدون أي خصم حالي أو مستقبلي على سبيل الوفاء بأية ضرائب أو تنفيذات أو رسوم أو نفقات أو أتعاب أو استقطاعات أو حجوزات مما كانت طبقتها أو الجهة التي فرضتها.

(ج) تشكل التهديدات الواردة في هذا الضمان للتلزمات الأساسية مباشرة علينا غير مشروطة بأي شرط وغير قابلة للنقض. وسوف لن نتفى من كل أو بعض هذه التلزمات لأني سبب من الأسباب أنها كانت طبيعة أو مصدره مثل التغيير في شروط العقد أو تمديده أو التغيير في مدى أو طبيعة العمل المطلوب تجارة، أو التقصير أو القيام بأي فعل أو إجراء من جاتبكم أو من جاتب الغير من شأنه أن يعي أو يخلط طرقنا من التزاماته ومسئولياته المنصوص عليها في هذا الضمان.

(د) يظل هذا للضمان ماري المطلع ونافذا حتى نهاية يوم العاشر من شهر شوال سنة ١٤١٩هـ ووفق شروط هذا الضمان انه إذا قدمت لنا إخطارا كتابيا وموقاً في أو قبل التاريخ المنصر لانتهاء هذا الضمان (أو لأي تمهيدات لاحقة) - وفقاً للشرط - بأن نسدل الضمان ، فلأننا سوف نقوم:

(أ) بتمديد هذا الضمان تلقائياً للمدة المطلوبة (على أن لا تتعذر ٣٦٥ يوماً) من التاريخ الأصلي لانتهاء الضمان أو من تاريخ انتهاء التمديدات اللاحقة حسب توسيع تلك المدة في طلب التمديد، أو

(ب) يأن ندفع لكم قيمة الضمان.

(٥) نقد و نكـد لأن قيمة هذا الضمان لا تتجاوز ٢٠٪ (عشرين في المائة) من اجمالي رأس مال البنك المدفوع، احتياطياته.

(و) أي نزاع بشأن هذا للضمان يكن النصل فيه من لختصاص الجهات المختصة في المملكة العربية السعودية وحدها ووفقاً للأنظمة والقرارات واللوائح والتعليمات السعودية.

عن / البنك السعودي الأمريكي

البنك السعودي الامريكي
Saudi American Bank

جميع الطلبات والاشارةات تست هذا ^{الى المعايير}
تشار الى ادارة الشئون الخارجى ^{الى المعايير}
عن طريق خطاب «تسكىن» او عن طريق ^{الى المعايير}
الى عنوان ^{الى المعايير} ^{الى المعايير}

البنك المركزي - المؤسسة العامة للنفط - شارع التقسيم
ص.ب. ٢٩ - برج ٣ - ٢٠٢١

**SECTION 3
FINANCIAL CONDITIONS
ATTACHMENT B**

**PERFORMANCE LETTER OF GUARANTEE
(PERFORMANCE BOND - NON-REDUCING)**

To: Kingdom of Saudi Arabia
Ministry of Defence and Aviation
Jeddah, Saudi Arabia.

Re: PERFORMANCE BOND

Contract Number PCA-AE-93-017 dated _____ between

(hereinafter referred to as the "Contractor") and the Government of the Kingdom of Saudi Arabia (hereinafter referred to as the "Government") relating to said Contract for Operations and Maintenance Support of the Saudi Arabian Air Navigation System.

Dear Sirs:

Under the above Contract, the Contractor has to guarantee to the Government the fulfilment of its contractual obligations in regards to furnishing Logistics Support and Special Cost Items. The undersigned (hereinafter referred to as "the Bank") hereby undertakes as the joint and several guarantor of the Contractor to pay the Government an amount not exceeding Saudi Riyals _____ ().

We hereby unconditionally guarantee to put under your disposal all or a portion of the above mentioned figure upon receiving your first written notice, according to your absolute judgement, of a failure in furnishing Logistics Support and Special Cost Items required by the above mentioned Contract thereby justifying such request as per this Guarantee, and indicating in such notice that the amount set forth in such notice is due you.

The validity period of this guarantee shall extend up to the end of the _____ or until we receive formal notification from you that you have no further claims on the Contractor, whichever is the later. You must submit your request within the validity period of this Guarantee to our office at _____.

Any dispute over the interpretation of the conditions of this Letter of Guarantee shall be subject to the regulations of the Kingdom of Saudi Arabia.

Authorized Signature

SECTION 3
FINANCIAL CONDITIONS
ATTACHMENT C

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SECTION 3
FINANCIAL CONDITIONS
ATTACHMENT C

3-6 DEFINITIONS OF BILLING DOCUMENTATION

3-6-1 Introduction

This Attachment contains definitions of documentation to be furnished by the Contractor to the Government in support of the Contractor Invoices for Manmonths, Logistics and Special Cost Items. It is understood and agreed that the Government has the right to require changes in the organization and format of the information contained herein.

3-6-2 Technical and Technical-Support Manmonth Services Monthly Supporting Documentation

3-6-2-1 Manmonth Invoice Summary by Level

A monthly computer printout billing summary of technical and technical support employees by billing levels, containing billable days, billable manmonths, manmonth rate, and total Saudi Riyal manmonth billing.

3-6-2-2 Manmonth Invoice Summary by Location and Task

A monthly computer printout containing a list of technical and technical support employees organized by task and location. The list shall contain billable days, billable manmonths, manmonth rate, and total Saudi Riyal manmonth billing, consisting of name, badge number, hire date, location, job code, job title, and period-end date.

3-6-2-3 Manmonth Invoice Details

Details of Technical and Technical Support billing organized by tasks and location, consisting of badge number, employee's name, billing level, hire date, job code, job title, period-end date, billable days and billable manmonths. The detail shall be divided into two (2) categories, Technical and Technical Support Employees.

3-6-2-4

Billing New Hires Report

A monthly detail billing report for employees hired during the month, organized by task, indicating badge number, name, date of arrival in-Kingdom (as applicable), date of hire, job code, location, job title, period-end date and number of days billed. This report shall be supported by copies of letters of introduction and authorization for hired employees.

3-6-2-5

Employees New Hires Arrival Report

A monthly report indicating employee arrivals during the month, organized by task, indicating badge number, name, job code, job title, location, date of hire and date of arrival in-Kingdom (as applicable). The report shall be supported with copies of PCA hiring authorizations applicable to each new employee.

The report is divided into two (2) categories, Technical and Technical Support Employees.

3-6-2-6

Billing Separated Employee Report

A monthly report covering all separated employees billed during the month. The report shall be organized by task, indicating badge number, name, date of hire, last date worked, last billed rate, current month billing days by type (i.e., regular, sick leave, vacation and holidays) and reason for separation.

3-6-2-7

Employee Separation Report

A monthly report indicating employee separations. The report shall be organized by task, indicating badge number, name, job title, job code, location, task, last date worked, effective date of separation and reason for separation.

The report shall be divided into two (2) categories, Technical and Technical Support Employees.

3-6-2-8

Reassignment Report

A monthly report listing changes in billing levels, positions, and locations of assignment for employees effected during the applicable month, supported by a copy of the applicable Government letter authorizing or directing such a change. The report shall be organized by task, indicating previous job code, new job code, badge number, name, previous level, new level, hire date, effective date of reassignment, job title, new job title, previous location, new location and period-end date.

3-6-2-9

Comparative Cost Schedule by Level

A monthly report for comparing the last twelve (12) months of manmonth billing amounts, organized by technical and technical support billing levels indicating the number of manmonths for the current month and billing rates compared to the previous twelve (12) month period.

3-6-2-10

Billing Adjustment Report

A monthly report detailing current manmonth billing adjustments from a previous period billed. The report shall be organized by task, indicating badge number, name, level, hire date, job code, job title, period-end date, billable days, billable manmonths and manmonth adjustment, giving reference to the invoice numbers in which previous credit or debit adjustments were made. The report shall be supported by debit and credit notes applicable to the adjustments.

3-6-2-11

Employees Personnel Roster

A monthly computer printout listing of the active Contractor employees currently on the program. This list shall be organized by task and indicate job code, job title, billing level, badge number, name of employee, nationality and hire date.

The report shall also include the number of authorized positions, the number of filled positions and the percentage (%) of positions filled; the number of authorized positions shall be referenced to Contract Change Orders, as applicable, from which the current number is derived.

3-6-2-12

Manmonth Funding Reconciliation

A monthly report summarizing the total amounts funded for manmonths, total manmonth invoices paid, date paid, cheque number, outstanding manmonth invoices and balance of funding. The report shall be balanced and summarized monthly by Contract year and Government fiscal year.

3-6-3 **Technical and Technical Support Manmonth Services Annual Reconciliation Documentation**

3-6-3-1 **Income Tax Clearance Certificate**

The Contractor shall present a certificate issued by the Department of Zakat and Income Tax (DZIT) indicating payment of taxes. The preliminary certificate issued when tax payment is made shall be presented with annual reconciliation documentation. The final certificate which will be issued after audit and acceptance by DZIT and shall be submitted to the Government by the Contractor upon receipt.

3-6-3-2 **Annual Manmonth Billing Summary**

An annual report summarizing the manmonth yearly costs and number of manmonths.

3-6-3-3 **Annual Summary of Claims**

An annual summary of the Contractor's outstanding claims, if any. This documentation shall also set forth the action or monetary compensation, or both, to equitably resolve the claim.

3-6-4 **Technical and Technical Support Manmonth Services Final Reconciliation Documentation**

3-6-4-1 **Final Manmonth Billing Summary**

A report summarizing the manmonth costs and number of manmonths expended during the three years of the Contract.

3-6-4-2 **Accrued Entitlement Report**

A report providing the value in Saudi Riyals of entitlements as described in Articles 4-2-20 and 4-2-22 accrued but not utilized by Contractor manmonth employees and to be billed to the Government upon expiration of the Contract period.

3-6-5 **In-Kingdom Logistics Services/Monthly Supporting Documentation**

3-6-5-1 **In-Kingdom Logistic Invoice Summary**

A summary of the invoice cost by Sector showing both the property and consumable item costs and total divided by Sectors.

3-6-5-2 **In-Kingdom Logistic Invoice Details - Property and Controllable Report**

A computer printout of property and controllable items invoiced. The amounts invoiced shall be listed as follows and organized by cost code and site:

- a) Item Number
- b) Site Code, Sector
- c) Purchase Requisition; Purchase Order Number
- d) Date Paid
- e) Vendor Name
- f) Receiving Report Number - Form 1 and Form 2
- g) Description
- h) Number of Units Ordered
- i) Unit Cost in Saudi Riyals
- j) Total Quantity of Units Received
- k) Total Amount in Saudi Riyals or other currencies
- l) Voucher Number
- m) Account Cost Code
- n) Check Number (if any)

3-6-5-3 **In-Kingdom Logistic Invoice Details - Consumables and Services Report**

A computer printout of all consumables and services invoiced and presented as defined in Article 3-6-5-2 of this Attachment.

3-6-5-4 **In-Kingdom Logistic Invoice Details - All Inclusive Report**

A computer printout of all inclusive items; property, consumables and services invoiced and presented as defined in Article 3-6-5-2 of this Attachment.

3-6-5-5 **Receiving Report**

The Receiving Report is the Form 2 document issued by the PCA-A/E Stores Office confirming the receipt of the materials shipped and supplied. It shall be signed by the designated representatives of PCA.

3-6-5-6

Billing Adjustment Report

A report attached to the invoice detailing In-Kingdom billing adjustments from a previous period billed (if any). The report shall be organized as in Article 3-6-5-2 showing debit or credit made, number of invoice, previous invoices affected and full explanation of adjustments made.

3-6-5-7

Logistics Funding Reconciliation

A monthly report summarizing the total amounts funded for logistics, total logistic invoices paid, date paid, PCA Cheque No., outstanding logistics invoices and balance of funding. The report shall be balanced and summarized monthly by Contract year and Government fiscal year covering - all logistics billings, i.e. Overtime, Out-of-Kingdom Logistics, Casual, Basic Training Center (BTC) Support Services, etc.

3-6-5-8

Miscellaneous Disbursement Authorization (Field Operating Fund).

The Miscellaneous Disbursement Authorization shall be used to authorize the purchase made through a Field Operating Fund. The form shall show location, description, cost, vendor, and usage. The complete form shall contain signature blocks for certification of PCA use, authorization by the department head or his designee(s), and receipt of materials or services purchased.

3-6-5-9

Vendor Invoice

The receipt document issued by the vendor to the buyer confirming the requested item(s), specifying the unit price, discount and the net cost of the payment.

3-6-5-10

Purchase Requisition

The Purchase Requisition is the authorizing document used by the Government to provide required specifications of materials to be supplied by the Contractor.

3-6-5-11

Purchase Order

A Purchase Order is a document prepared based on the related Purchase Requisition, and issued by the Contractor to the vendor confirming the details of purchase, including price, technical specifications, commercial terms, and conditions.

3-6-5-12

Letter of Instruction (LOI)

A Letter of Instruction (LOI) issued by the Government to the Contractor will be used to request materials and/or services of a special nature to be procured within or out of the Kingdom. The LOI will clearly define requirements, prices, terms and conditions, bonds, Letters of Credit, and all responsibilities of the Government and the Contractor. The Letter of Instruction shall include the requirements for applicable invoices for all equipment, parts, materials and/or services procured by the Contractor pursuant to the relative LOI.

3-6-6 In-Kingdom Logistics Services/Annual Reconciliation Documentation

3-6-6-1 In-Kingdom Logistics Annual Billing Summary

An annual report summarizing the In-Kingdom yearly costs classified as to invoice number and amount.

3-6-6-2 In-Kingdom Logistics Annual Billing Detail

As defined in Article 3-6-6-1, but listing all items purchased during the applicable Contract year.

3-6-6-3 Annual Billing Adjustments Report

Annual report detailing all past credit or debit adjustments as defined in Article 3-6-5-6 of this Attachment C.

3-6-6-4 Annual Funding Reconciliation

A financial report showing Contract funding and billing costs, summarized monthly organized both for Contract year, and Government fiscal year, as defined in Article 3-6-5-7, as applicable to Logistics and covering all logistics costs.

3-6-7 Out-of-Kingdom Logistics Services Monthly Supporting Documentation

3-6-7-1 Out-of-Kingdom Logistics Invoice Summary

A billing report summarized by shipper reference, listing total material costs, transportation costs, handling costs, fees and adjustments, if any. The summary shall be in three (3) groups: a) All-Inclusive, b) Property, c) Consumables and Services.

3-6-7-2

Out-of-Kingdom Logistics Invoice - Property and Controllable Report

A computer printout organized by shipper reference. Details shall be listed showing purchase order number, item number, Purchase Requisition number, quantity shipped, unit cost, total cost, discount, net value shipped, quantity received, billing amount, Receiving Report number, part number, and classification code, as defined in Article 3-6-5-2, listing all property and controllable billed items.

3-6-7-3

Out-of-Kingdom Logistics Invoice Detail - Consumable Services Report

As defined in Article 3-6-7-2, but listing all consumable and service items.

3-6-7-4

Out-of-Kingdom Logistics Invoice Detail - All Inclusive Report

As indicated in Article 3-6-7-2, representing all invoiced items.

3-6-7-5

Receiving Report

The Receiving Report is the Form-2 document issued by the PCA-A/E Stores Office confirming the receipt of the materials shipped or supplied. It shall be signed by the designated representatives of PCA.

3-6-7-6

Billing Adjustment Report

A billing report summarizing the adjustment on the invoice. The report shall be detailed by shipper reference and item number showing shortage or overage, unit cost, amount and description, as in Article 3-6-5-6.

3-6-7-7

Vendor Invoices

The original invoice consisting of an itemized list from the vendor, showing materials shipped specifying the quantity, description and price, and terms of sale. If the original invoice is not available, the Contractor shall provide three (3) copies certified as true by the Chamber of Commerce and the Royal Saudi Arabian Embassy of the country of procurement.

3-6-7-8

Purchase Requisition

As defined in Article 3-6-5-10 of this Attachment.

3-6-7-9 **Purchase Order**

As defined in Article 3-6-5-11 of this Attachment.

3-6-7-10 **Bill of Lading**

The Bill of Lading is the document issued by the freight Forwarders on the materials shipped. The Bill of Lading number shall be indicated on the shipping documents.

3-6-7-11 **Certificate of Origin**

The Certificate of Origin is the document certifying the shipment of goods by the shipper to the consignee. The document is certified by the Chamber of Commerce and Saudi Arabian Consulate Office of the country of procurement.

3-6-7-12 **Shipping Document**

The shipping document is the list provided by the Contractor of the items shipped. Separate documents are issued for each shipment, detailing item number, description, quantity shipped, unit cost and total cost.

3-6-7-13 **Letter of Instruction (LOI)**

As defined in Article 3-6-5-12 of this Attachment.

3-6-8 **Out-of-Kingdom Logistics Services Annual Reconciliation Documentation**

3-6-8-1 **Annual Billing Out-of-Kingdom Summary**

An annual report summarizing the Out-of-Kingdom yearly costs classified by invoice number and billing amount.

3-6-8-2 **Annual Out-of-Kingdom Invoice Detail**

As defined in Articles 3-6-7-2, 3-6-7-3, and 3-6-7-4, but listing all items purchased during the year under Out-of-Kingdom Logistics.

3-6-8-3 **Annual Billing Adjustment Report**

An annual report detailing all past credit or debit adjustments as defined in Article 3-6-7-6 above.

3-6-9 **Special Cost Item - Technical and Technical Support Man Month Services Overtime/Monthly Supporting Documentation**

3-6-9-1 **Overtime Invoice Summary**

A monthly computer printout organized by level, showing overtime hours, billing date, and Saudi Riyal billing amount.

3-6-9-2 **Overtime Invoice Detail - Technical Employees**

Details of Technical billings showing task, badge number, employee's name, level, hire date, job code, job title, period, and overtime hours billed. The detail shall be for Technical Employees organized by task and billing level.

3-6-9-3 **Overtime Invoice Detail - Technical Support Employees**

Details of Technical Support billings showing task, badge number, employee's name, level, hire date, job code, job title, period, and overtime hours billed. The detail shall be for Technical Support Employees organized by task and billing level.

3-6-9-4 **Billing Adjustment Report**

A monthly report detailing current overtime hours adjustments from a previous period billed. The report shall be organized by task, indicating badge number, name, level, hire date, job code, job title, period-end date, overtime hours and billing amount adjustment, defining source of adjustments and reasons.

3-6-9-5 **Approved Overtime Authorization**

A Government standard Overtime Authorization Form which contains the name, badge number, position/title, overtime hours worked and justification for overtime worked. A separate form shall be provided for each employee who works overtime, for each Contract month. The information entered on the form shall include dates worked.

3-6-9-6 **Twelve (12) Month Overtime Hours Analysis - By Level**

A monthly computer printout summarizing overtime hours worked for the current and prior 11 months. The report shall be organized by billing level.

3-6-10 **Special Cost Items - Technical and Technical Support Manmonth Services Overtime/Annual Reconciliation Documentation**

3-6-10-1 **Annual Overtime Hours Analysis Cost Summary**

An annual report covering twelve (12) months overtime costs summary, organized by level and showing hours and amounts.

3-6-11 **Special Cost Item - Support Staff/Monthly Supporting Documentation**

3-6-11-1 **Support Staff Invoice Summary**

A monthly report indicating Support Staff Invoice billing amounts and summarizing total salaries consisting of; regular salary, overtime, shift premium, severance award, housing allowance, transportation and station allowance, medical costs, airline tickets charges, Saudi Social insurance, Workmen's Compensation insurance, Contractor fee, and total amount billed. The report shall be organized by task.

3-6-11-2 **Support Staff Invoice Details**

A monthly computer printout defining the Support Staff summarized billing amount, organized by badge number and task, including location, name, position number, date of hire, job title, regular salary, overtime, shift premium, severance award, housing allowance, transportation/station allowance, medical costs, airline ticket costs, General Office of Social Insurance (GOSI) costs, Workmen's Compensation insurance, and total salaries and burdens.

3-6-11-3 **Employees New Hire/Employment Reports and Contracts**

A monthly report indicating Support Staff employees hired during the month organized by task and badge number, including name, job number, job title, location, date of hire and first day worked.

Documents attached to the report shall include the letters of introduction, PCA hiring authorization letters and copies of all employees' personal employment contracts, documents and certificates. These said documents shall be presented with the first billing of new hire employees.

3-6-11-4

Employees Separation Report

A monthly report indicating employee separations. The report shall be organized by task and indicate badge number, name, position number, title, location, task number, date of hire, last date worked, effective date of separation and reason for separation.

Documents attached to the report shall include PCA Directive Termination Letters, Notice of Termination, and Final Settlement worksheet showing itemized payment of the following: salary, termination notice, severance award, leave days, transportation, and any or all other payables due to the employees.

3-6-11-5

Support Staff Vacation and Holiday Report

A monthly computer printout indicating details of Support Staff vacations and holidays for the month. The report shall be organized by task, listing employees' badge number, name, hire date, vacation accrued, vacation used, vacation balance, holiday accrued, holiday used, holiday balance and total balance.

3-6-11-6

Reassignment or Payroll Change Report

A report indicating changes in employee salaries and burdens pertaining to salary increases, promotions, reassignments, and other employee contract changes. PCA letters authorizing such changes shall be attached to the report.

3-6-11-7

Billing Adjustment Report

As defined in Article 3-6-2-10, but for Support Staff employees.

3-6-11-8

Authorized Salaries and Burdens List

A monthly computer printout listing the active employees on the program organized by task, indicating name, title, badge number, nationality, hire date, basic salary and other benefits.

3-6-11-9

Employee Personnel Roster

A monthly computer printout listing the active employees on the program. The report shall be organized by task and position number, and indicate position title, level, salary grade, badge number, name of employee, nationality and hire date.

3-6-11-10

GOSI Payments Report

A monthly computer printout showing total GOSI contributions, summarized by employee number, name, nationality, code, GOSI number, passport number (if any), date of hire, GOSI base and contributions paid to GOSI.

3-6-11-11 **Checks/Receipts**

A Contractor standard payment authorization issued to employees indicating the reference number, employee's name, badge number, payment date, amount and description of payment, or copies of receipts defining payment to employees.

3-6-11-12 **Overtime and Authorization Reports**

A Government standard Overtime Authorization Form containing the name, badge number, position number, title, overtime hours worked and justification for overtime worked.

3-6-11-13 **Support for Medical and Other Costs**

The documents included with the Support Staff invoice to support the billing for medical costs are medical authorizations, medical certificates and medical payment invoices/receipts.

Documents supporting other costs shall include authorization documents, airline tickets, vendor invoices, receipts and other relevant documents.

3-6-12 Special Cost Item - Support Staff Annual Reconciliation Documentation

3-6-12-1 **Annual Support Staff Billing Summary**

An annual report summarizing the Support Staff yearly salaries and burdens, organized by task.

3-6-12-2 **Annual Billing Adjustments**

An annual report summarizing the total Support Staff billing adjustments made during the year. The report shall be organized by task, and indicate badge number, name, hire date, job code, job title, period, billable days, burden and adjustments.

3-6-13

Special Cost Item - Engineering and Technical Advisors

The documents included with the Engineering and Technical Advisors invoice to support the billing for Engineering and Technical Advisors.

3-6-14

Special Cost Item - TDY and Factory Training

The documents included with the TDY and Factory Training invoice to support the billing shall include authorization documents, airline tickets, vendor invoices and other relevant documents.

3-6-15 **Special Cost Item - Basic Training Program (BTP) Center Life Support/Monthly Supporting Documentation**

3-6-15-1

BTP Invoice Summary

As defined in Article 3-6-11-1, but for BTP.

3-6-15-2

BTP Invoice Detail

As defined in Article 3-6-11-2, but for BTP.

3-6-15-3

Certificate of Performance

A statement signed by the Director of Training certifying that the Contractor has fulfilled its obligations with regard to the said services during the month covered by the invoice.

3-6-15-4

Billing Adjustment Report

As defined in Article 3-6-2-10 but for BTP students.

3-6-15-5

Student Personnel Roster

As defined in Article 3-6-11-9, but for BTP students.

3-6-15-6

Checks/Receipts

As defined in Article 3-6-11-11, but for BTP billings.

3-6-16 **Special Cost Item - Basic Training Program (BTP) Center Life Support/Annual Reconciliation Documentation**

3-6-16-1 **Basic Training Program (BTP) Center Billing Summary**

An annual report summarizing the amounts paid during the year for Life Support Services and Student monthly payments made in accordance with the Contract.

3-6-16-2 **Annual Billing Adjustment Report**

As defined in Article 3-6-12-2, but for BTP billings.

3-6-17 **Logistics Expenditure Reports**

3-6-17-1 **Monthly Expenditure Status Reconciliation**

A monthly report summarizing the total amount funded and expended for Logistics Support Services and Special Cost Items, including the total amounts paid per invoice type, cheque numbers and dates (i.e., In- Kingdom, Out-of- Kingdom, Overtime, Support Staff, etc.) and outstanding amounts per invoice type, organized by Contract years, and Government fiscal years.

3-6-17-2 **Annual Expenditure Status Reconciliation**

An annual report support summarizing total transactions for the applicable Contract year as described in Article 3-6-17-1.

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3-7 SCHEDULE OF PRICES AND QUANTITIES

3-7-1 Manmonth Prices

<u>MAN-MONTH</u>	<u>1ST YEAR RATE</u>	<u>2ND YEAR RATE</u>	<u>3RD YEAR RATE</u>
-------------------------	-----------------------------	-----------------------------	-----------------------------

LEVEL A

MM/YR REQUIRED	216	204	192
RATE IN SR	22,229	22,798	23,579
TOTAL COST/YR SR	4,801,464	4,650,792	4,527,168

LEVEL B

MM/YR REQUIRED	300	264	252
RATE IN SR	19,214	19,694	20,349
TOTAL COST/YR SR	5,764,200	5,199,216	5,127,948

LEVEL C

MM/YR REQUIRED	480	456	444
RATE IN SR	18,635	19,093	19,722
TOTAL COST/YR SR	8,944,800	8,706,408	8,756,568

<u>MAN-MONTH</u>	<u>1ST YEAR RATE</u>	<u>2ND YEAR RATE</u>	<u>3RD YEAR RATE</u>
<u>LEVEL D</u>			
MM/YR REQUIRED	312	288	252
RATE IN SR	17,726	18,149	18,731
TOTAL COST/YR SR	5,530,512	5,226,912	4,720,212
	-----	-----	-----
<u>LEVEL E</u>			
MM/YR REQUIRED	432	408	360
RATE IN SR	16,262	16,647	17,175
TOTAL COST/YR SR	7,025,184	6,791,976	6,183,000
	-----	-----	-----
<u>LEVEL F</u>			
MM/YR REQUIRED	276	252	216
RATE IN SR	13,006	13,359	13,844
TOTAL COST/YR SR	3,589,656	3,366,468	2,990,304
	-----	-----	-----
<u>LEVEL G</u>			
MM/YR REQUIRED	672	672	648
RATE IN SR	12,189	12,519	12,972
TOTAL COST/YR SR	8,191,008	8,412,768	8,405,856
	-----	-----	-----

<u>MAN-MONTH</u>	<u>1ST YEAR RATE</u>	<u>2ND YEAR RATE</u>	<u>3RD YEAR RATE</u>
<u>LEVEL H</u>			
MM/YR REQUIRED	816	816	804
RATE IN SR	11,357	11,664	12,085
TOTAL COST/YR SR	9,267,312	9,517,824	9,716,340
<u>LEVEL I</u>			
MM/YR REQUIRED	1008	996	984
RATE IN SR	8,312	8,532	8,829
TOTAL COST/YR SR	8,378,496	8,497,872	8,687,736
<u>LEVEL J</u>			
MM/YR REQUIRED	780	768	744
RATE IN SR	5,014	5,132	5,294
TOTAL COST/YR SR	3,910,920	3,941,376	3,938,736
<u>LEVEL K</u>			
MM/YR REQUIRED	1236	1236	1020
RATE IN SR	3,447	3,516	3,612
TOTAL COST/YR SR	4,260,492	4,345,776	3,684,240

<u>MAN-MONTH</u>	<u>1ST YEAR RATE</u>	<u>2ND YEAR RATE</u>	<u>3RD YEAR RATE</u>
<u>LEVEL L</u>			
MM/YR REQUIRED	264	252	252
RATE IN SR	3,199	3,260	3,341
TOTAL COST/YR SR	844,536	821,520	841,932
<u>LEVEL M</u>			
MM/YR REQUIRED	324	324	324
RATE IN SR	2,764	2,808	2,870
TOTAL COST/YR SR	895,536	909,792	929,880
<u>LEVEL N</u>			
MM/YR REQUIRED	264	252	252
RATE IN SR	2,169	2,198	2,237
TOTAL COST/YR SR	572,616	553,896	563,724
TOTAL MM COST/YR SR	71,976,732	SR 70,942,596	SR 69,073,644
TOTAL MM ALL LEVELS-#	7380	7188	6744

TOTAL ANSS IV M/M PRICE: S.R211,992,972

**SAUDI RIYALS TWO HUNDRED ELEVEN MILLION, NINE HUNDRED
NINETY-TWO THOUSAND, NINE HUNDRED SEVENTY-TWO.**

3-7-2 Logistics Service Charge and Fee Plan

The Contractor will be entitled to charge the Government and will be paid a fee of Twelve Percent (12%) applied to the total cost of materials and services procured by the Contractor outside the Kingdom of Saudi Arabia under the terms of this Contract. This percentage shall be added to shipping, handling charges and insurance. No fee shall be applicable to the cost of materials and services purchased within the Kingdom of Saudi Arabia under the terms of this Contract. Contractor shall include the indirect management costs of In-Kingdom Logistics and Special Cost Items within the other costs of Contract. All fees and charges contained herein and in the following Articles 3-7-3, 3-7-4, 3-7-5, 3-7-6, 3-7-7 and all fees and charges for other Services determined to be Special Cost Items in accordance with Article 4-3-6 shall be included in the total cost of Logistics Materials, Training and other Special Cost Items as specified in Article 4-3-7.

3-7-3 Out-of-Kingdom Temporary Duty Rates

Temporary duty out-of-Kingdom, when authorized by the Contracting Officer or his designee, Contractor will be reimbursed for the following elements of cost, if applicable, in accordance with Article 4-3-5.

- a) Airfare (economy)
- b) Training Fees
- c) Per Diem

	TDY MIDDLE EAST	TDY USA/EUROPE
RATE SR	938	1,313

The above per diem rate must be paid to the TDY assignee, in advance and in accordance with the duration of TDY.

3-7-4 Overtime (Hourly) Rates

The Contractor will be paid at the following rates per hour for authorized overtime hours worked by employees in accordance with Article 4-3-2:

Billing Level A: One Hundred Twenty Eight Saudi Riyals (SR128.00)
Billing Level B: One Hundred Sixteen Saudi Riyals (SR116.00)
Billing Level C: One Hundred Five Saudi Riyals (SR105.00)
Billing Level D: One Hundred Two Saudi Riyals (SR102.00)
Billing Level E: Eighty Eight Saudi Riyals (SR88.00)
Billing Level F: Eighty Nine Saudi Riyals (SR89.00)
Billing Level G: Eighty Five Saudi Riyals (SR85.00)
Billing Level H: Seventy Four Saudi Riyals (SR74.00)
Billing Level I: Sixty Two Saudi Riyals (SR62.00)
Billing Level J: Thirty Three Saudi Riyals (SR33.00)
Billing Level K: Twenty Saudi Riyals (SR20.00)
Billing Level L: Nineteen Saudi Riyals (SR19.00)
Billing Level M: Sixteen Saudi Riyals (SR16.00)
Billing Level N: Eleven Saudi Riyals (SR11.00)

3-7-5 Support Staff Rate Entitlement

The Contractor will be entitled to charge the Government and will be paid a fee of Five Percent (5%) applied to all reimbursable costs for Support Staff employed by the Contractor in accordance with Article 4-3-3 of this Contract.

3-7-6 Basic Training Program Center (BTP) Life Support Services

Life Support Services Basic Training Program, the contractor shall receive monthly payments in accordance with Article 4-3-6 of this contract for Basic Training Center Life Support Services on the basis of the Gregorian calendar at the rates shown in 2, 3, 4 of Article 3-7-7 of this Section 3 based on the actual number of students being supported by the contractor.

3-7-7 BTP_Center_Student_Life_Support_Services_Payment_Schedule

1	2	3	4
NUMBER OF STUDENTS	MAXIMUM LIFE SUPPORT MONTHLY COST	MAXIMUM LIFE SUPPORT ANNUAL COST (11 MONTHS)	MAXIMUM STUDENT ANNUAL COMPENSATION
0 - 100	119,484	1,314,324	1,800,000
101 - 150	145,317	1,598,487	2,700,000
151 - 200	187,243	2,059,673	3,600,000

5- Student Life Support Cost per day per student	=	SR	30.91
6- Student Life Support Cost per month per student	=	SR	940.28
7- Student Compensation per month per student	=	SR	1,500.00
8- Maximum Total Cost:			
	Year 1	=	SR 4,421,538.00
	Year 2	=	SR 4,279,822.00
	Year 3	=	SR 2,125,739.00
	TOTAL	=	SR10,827,099.00
			=====

SECTION 3 - ATTACHMENT (D)

3-7-8 Support Staff Categories & Salaries Schedule

CATEGORY	AUTHORIZED TOTAL OF EACH CATEGORY	BASIC SALARY		ALLOWANCES		OTHER BENE- FITS
		MINI- MUM	MAXI- MUM	HOUSING	TRANS- PORT	
A	57	SR 1290	SR 2100	TWO MOS SALARIES PER YEAR	SR 150 MONTH LY	
B	103	SR 2190	SR 3310	TWO MONTHS SALARIES PER YEAR	SR 150 MONTH LY	
C	50	SR 3455	SR 5215	TWO MONTHS SALARIES PER YEAR	SR 150 MONTH LY	
T O T A L	210 POSITIONS					

REMARKS: TOTAL AUTHORIZED NUMBER OF SUPPORT STAFF FOR ALL CATEGORIES IS 210 POSITIONS ONLY.

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ARTICLE 3-8 CONTRACT DATA REQUIREMENT LIST

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DID NO.	DATA ITEM	DATE(S) AND FREQUENCY OF SUBMISSION	NO. OF COPIES	PCA APPROVAL REQUIRED	APPROVAL LEAD TIME	CONTRACT REFERENCE
001	Mobilization Status Report	Two (2) weeks after Award of the Contract and every week thereafter for the first 3 months of the Contract.	3	No	N/A	Sect. 4 Art. 4-2-2-3
002	Employee Probation Procedure	Thirty (30) days after Contract start date.	3	Yes	15 days per submission	Sect. 4 Art. 4-2-3
003	Employee Annual Performance Evaluation Procedure.	Thirty (30) days after Contract start date.	3	Yes	15 days per submission	Sect. 4 Art. 4-2-5
004	Joint Staffing Review (Minutes)	Three (3) months after Contract start date and quarterly thereafter.	As directed by Contracting Officer	Yes	15 days per submission	Sect. 4 Art. 4-2-11
005	Saudiization Plan	Sixty (60) days after Contract start date.	3 Preliminary 10 Final	Yes	30 days per submission	Sect. 4 Art. 4-4-3

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CONTRACT DATA REQUIREMENTS LIST

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DID NO.	DATA ITEM	DATE(S) AND FREQUENCY OF SUBMISSION	NO. OF COPIES	PCA APPROVAL REQUIRED	APPROVAL LEAD TIME	CONTRACT REFERENCE
006	Program Plan	Ninety (90) days after Contract start date.	3 Preliminary 10 Final	Yes	30 days per submission	Sect. 4 Art. 4-4-4
007	Contractor Monthly Activity Report	Monthly, on or before 10th day of month, commencing the first month after Contract start date.	As directed by Contracting Officer	No	N/A	Sect. 4 Art. 4-4-6
008	Quarterly Progress Review (Minutes)	Three (3) months after Contract start date and quarterly thereafter.	As directed by Contracting Officer	Yes	15 days per submission	Sect. 4 Art. 4-4-7-1
009	In-Kingdom Logistics Review (Minutes)	Three (3) months after Contract start date and quarterly thereafter.	As directed by Contracting Officer	Yes	15 days per submission	Sect. 4 Art. 4-8-2-5
010	Procurement Supply and Financial Report	Thirty (30) days after Contract start date and monthly thereafter.	3	Yes	15 days per submission	Sect. 4 Art. 4-8-3-8

SECTION 3

FINANCIAL CONDITIONS

ATTACHMENT E

ARTICLE 3-8

CONTRACT DATA REQUIREMENTS LIST

Page 3 of 4

DID NO.	DATA ITEM	DATE(S) AND FREQUENCY OF SUBMISSION	NO. OF COPIES	PCA APPROVAL REQUIRED	APPROVAL LEAD TIME	CONTRACT REFERENCE
011	Contractor Inventory Reporting System	To be determined later.	3	Yes	15 days	Sect. 4B Art. 4-8-9
012	Logistics Annual Reconciliation Documentation	Within ninety (90) days after end of each year of the Contract.	3	Yes	30 days	Sect. 3 Art. 3-3-2
013	Logistics Reconciliation Procedures	Within ninety (90) days after Contract start date.	3	Yes	15 days	Sect. 3B Art. 4-8-9
014	Logistics Final Reconciliation Documentation	Once - within ninety (90) days of end of third year of Contract.	3	Yes	At Contracting Officer's discretion	Sect. 3 Art. 3-3-4
015	Man-months Annual Reconciliation Documentation	Within ninety (90) days after end of each year of Contract.	3	Yes	30 days	Sect. 3 Art. 3-2-2

SECTION 3

FINANCIAL CONDITIONS

ATTACHMENT E

ARTICLE 3-8

CONTRACT DATA REQUIREMENTS LIST

Page 4 of 4

DID NO.	DATA ITEM	DATE(S) AND FREQUENCY OF SUBMISSION	NO. OF COPIES	PCA APPROVAL REQUIRED	APPROVAL LEAD TIME	CONTRACT REFERENCE
016	Man-months Final Reconciliation Documentation	Once - within ninety (90) days after end of third year of Contract.	3 Preliminary	Yes	At Contracting Officer's discretion	Sect. 3 Art. 3-2-5
017	Contractor's Updated Phase-In Plan	Once - within ninety (30) days after award of the Contract	3 Preliminary 10 Final	Yes	15 days	Sect. 4 Art. 4-4-4-4
018	Contractor's Phase-out Plan Completion of Work	Minimum three (3) submissions: - 1) Eighteen (18) months after Contract start date. 2) Twenty-four (24) months after Contract start date. 3) Thirty (30) months after Contract start date.	3 1st Sub. 3 2nd Sub. 10 Final Sub.	Yes	30 days each submission	Sect. 4 Art. 4-4-7-2
019	Correspondence Index	Commencing ninety (90) days after award of the Contract and quarterly thereafter.	As directed by Contracting Officer	Yes	15 days	Sect. 4 Art. 4-4-7-3

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لِلْعُوْمَ وَتَشْغِيلِ وَصَيْانَةِ تَنْظِيمِ الْمَلَأَفَّةِ الْجَوَيَّيَّةِ ٢
الْجَوَالِ ١ - النَّسْخَةُ الْأَنْجِلِيَّيَّةُ
جُمِيعَتُهُ الْعَقْدُ
الشُّرُوعُ الْمُسَامَةُ
الْمَوَاصِفُ الْخَاصَّةُ
الشُّرُوعُ الْمُسَامَةُ وَالْمُرْفَقَاتُ
مُبَحَّالُ الْخَدْمَاتُ وَالْمُرْفَقَاتُ

ORIGINAL



CONTRACT PCA-93-017
FOR
OPERATIONS AND MAINTENANCE
OF THE
AIR NAVIGATION SYSTEM SUPPORT (ANSS IV) PROGRAM
VOLUME 1 - ENGLISH
Form of Contract
General Conditions
Special Specifications
Financial Conditions and Attachments
Scope of Services and Attachments

THE KINGDOM OF SAUDI ARABIA
Ministry of Defence and Aviation
Presidency of Civil Aviation

SECTION 4
SCOPE OF SERVICES

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SECTION 4

SCOPE OF SERVICES

4-1 INTRODUCTION

The Contractor shall provide the technical, managerial, and operational support as described herein, and engineering, technical, management, training, logistics, and support personnel in accordance with the Section 4 provisions enumerated herein in the Manning Summary, Attachment D, and in the Position Descriptions, Attachment E. Contractor- furnished personnel shall work for and in conjunction with the Presidency of Civil Aviation (PCA), as one integrated team, to train, augment, assist, and actively support the existing work force in the operation, maintenance, and certification of the Government's Air Navigation System facilities, systems, and equipment, and in other related activities as described herein.

The Contractor shall also provide logistics support services to provide materials and services for the aforementioned sites, facilities, systems, and equipment, and special cost services as described herein. Specific Contractor responsibilities, services, and applicable provisions are as follows:

4-2 MAN-MONTH PERSONNEL

4-2-1 Recruitment

4-2-1-1 **Recruitment-Offices:** The Contractor shall establish recruitment offices for the purpose of recruiting personnel to work in Saudi Arabia in accordance with the Contract. The Contractor shall maintain such offices throughout the life of the contract at each of the following locations or countries:

- a) Jeddah, Saudi Arabia
- b) Western Europe
- c) United States or Canada
- d) South-East Asia

Exact locations will depend upon the prime location, or locations, of the Contractor's organization, and the specific areas of recruitment proposed by the Contractor in accordance with the requirements of Section 3, Article 3-7, Schedule of Quantities and Prices, and Section 4, Scope of Services, Article 4-10, Manning Schedule.

4-2-1-2

Recruitment-Responsibilities and Approval: The Contractor shall be entirely responsible for all aspects of the recruitment process, subject only to prior Government approval of Contractor-selected candidates, except that the Government may, at its discretion, at any time, direct the Contractor to hire any individual or individuals whom the Government deems suitable for employment under the Contract. The Contractor shall obtain Government approval for all candidates for employment or termination under the Contract prior to the candidates' employment or termination. If the Government sees fit to waive the experience, qualification, or nationality requirements of Attachment D, Article 4-10 (Manning Schedule) and Attachment E, Article 4-11 (Position Descriptions), for a particular candidate or candidates, such a waiver shall not be construed by the Contractor as relieving the Contractor from conforming with the experience, qualification or nationality requirements with respect to any other candidates submitted to the Government for approval, unless specifically so advised by the Contracting Officer or his designee.

4-2-1-3

Areas of Recruitment:

- a) Nationals or permanent residents of the Kingdom of Saudi Arabia.
- b) North America and Western Europe.
- c) Middle East countries.
- d) Asia.

4-2-1-4

Manning Levels: The Contractor shall provide personnel as specified in the manning tables set forth in Attachment "D" who meet the qualifications described in Attachment "E" of this Section 4. It is essential that the work force be comprised of personnel that possess the skills and technical proficiency to perform all tasks required to manage, engineer, maintain, repair, and recommend certification of facilities, systems, and equipment of the PCA Air Navigation System. Upon notification of Award of Contract (approximately three [3] months prior to official Contract start date on _____), the Contractor, at his own expense, shall initiate his Phase-In, Recruitment and Mobilization Plans. The Contractor's recruitment program shall make available in a timely fashion a sufficient number of qualified personnel to effectively and efficiently meet contractual requirements. The Contractor shall maintain program personnel for the maintenance and operation of the program and shall not terminate the services of experienced incumbent personnel without prior approval from the Government and arrangement of replacements of similar experience and technical level.

The following is the minimum staffing schedule required by PCA:

-	Zero (0) months Contract Start Date	60%
	of total staffing level _____	
-	Three (3) months after Contract Start Date	75%
	of total staffing level _____	
-	Four (4) months after Contract Start Date	80%
	of total staffing level _____	
-	Five (5) months after Contract Start Date	90%
	of total staffing level _____	

An additional monthly increase shall be required until a 100% staffing level is reached, or a staffing level as directed by the Contracting Officer or his designee, and in accordance with Article 4-2-10, Review of Manning, of this Section 4. The Contractor shall then maintain a minimum of 90% of the designated staffing level throughout the life of the Contract. Contractor

personnel shall work side-by-side with the Government Saudi National personnel as a single integrated work force.

The Contractor shall fill all the required positions in accordance with Article 4-2-1-4 of Section 4. He shall also establish the correct pricing and salaries through which he can recruit this specialized manpower from the specified areas of employment.

If the Contractor fails to recruit the required manpower in accordance with the above staffing schedule in this article, the Government Representative shall have the right to exercise its rights in accordance with Section 2, Article 39.

4-2-1-5

Personnel Status: From past experience it has become clear to the Government that certain skills required under the Contract are difficult to obtain on the international labor market, and that personnel possessing such skills can only be induced to relocate if the benefit package offered to them includes the right to be accompanied by their families. Since all employees need a significant amount of time to become fully productive in a new working environment, a rapid turnover of key skilled personnel caused by inadequate benefits would impose unnecessary expense on the Government in terms both of time and money.

As referenced in Attachment D, Article 4-10, Manning Schedule, all positions in Levels 'A' through 'E' are Married Status and all positions in Levels 'F' through 'N' are Single Status. Married status positions are also classified as either accompanied or unaccompanied.

Accordingly, the Contractor shall offer the benefits of married status to employees recruited for jobs identified in Article 4-10, Manning Schedule, as married status positions, to assure the stability of key elements of the work force, and to support the continuity of operations.

The Contractor shall provide benefits to married and single status employees in accordance with Article 2-81-2-3-8, Employee Industrial Relations and Life Support Plan.

4-2-1-6 **Verification of Qualifications:** The Contractor shall, when submitting resume(s) of applicants for the approval of the Government, accompany the resume(s) with a statement to the effect that the Contractor has verified the accuracy of claims made in the resume(s) relating to experience and qualifications. The resume(s) shall include copies of technical, professional, academic, or other certificates, based on which, qualification determination was made. The Government may, at its discretion, request that the Contractor produce original documents pertaining to any applicant's qualifications upon arrival in Kingdom of the applicant. An exception to the provisions of this Article is made in the case of incumbent Contractor employees whose employment is proposed to be transferred to the Contractor.

4-2-1-7 **Personnel Orientation:** The Contractor shall establish orientation programs in both its in-Kingdom and out-of-Kingdom recruitment offices. The purpose of the out-of-Kingdom programs shall be to ensure that employees are thoroughly briefed, prior to accepting an employment offer, as to their work responsibilities, benefits and other remunerations, the social and cultural conditions pertaining to employment in Saudi Arabia, and any other pertinent information. The in-Kingdom program shall provide employees with detailed information concerning such topics as Contractor personnel policy, Government rules, regulations, Orders and security measures, and any information peculiar to the employee's assigned work location. The Contractor shall also make available in- Kingdom and out-of-Kingdom orientation for an employee's dependents should the employee be entitled and intending to be accompanied by such dependents in Saudi Arabia during the period of his employment under the contract.

Recruitment Review and Assessment

The Government reserves the right:

- a) To monitor and review the Contractor's recruitment methods;
- b) To review Contractor employment applications, with particular emphasis on applications for management and engineering positions;

- c) To verify that experience of technical and supervisory applicants was acquired through association with Air Navigation Systems equal to or exceeding ICAO Standards.

4-2-1-8-1 The Government reserves the right to inspect all or any of the Contractor's records relating to applications and applicants for positions in Saudi Arabia under the Contract, and the Contractor agrees to make the said records immediately available at its own expense upon request of the Government. The Contractor understands that failure to make such records available to the Government may result in delays in Government approval of applicants without prejudice to the Government's rights under any other provisions of the Contract.

4-2-1-8-2 The Government reserves the right to interview any applicant for a position in Saudi Arabia under the Contract as it deems necessary.

4-2-1-8-3 The Contractor agrees to provide, at the Government's requests, documentary evidence of its recruitment methods, including status reports, rosters, advertising copy, orientation literature, recruitment sources, applicant screening procedures, and any other information relevant to the recruitment process as deemed necessary by the Government. Such evidence shall be provided at the Contractor's expense. The Contractor also agrees to respond to any request by the Government for an explanation of its reasons for any particular recruitment method or action, if in the opinion of the Government, such a method or action may have an unfavorable effect on the quality of manpower supplied through the Contract.

4-2-1-8-4 The Contractor agrees to provide the Government with career resumes of all applicants it proposes to recruit for positions in Saudi Arabia under the Contract. The Contractor shall also respond to any request by the Government for an explanation of its reasons for selecting any applicant or applicants.

4-2-2 Contractor Mobilization

Upon notification of Award of Contract, the Contractor shall immediately commence mobilization with the object of achieving the manning levels specified in Article 4-2-1-4.

4-2-2-1 Employment Offers to Incumbent Contractor Man-Month Employees:

In order to avoid potential disruptions to the operational integrity of the systems and facilities which may result from the failure of the new Contractor (or existing Contractor if awarded the new Contract) to reemploy the existing work force in sufficient numbers, the Government reserves the right to direct the Contractor, if the Government finds it necessary, to employ certain personnel whose services the Government considers essential for the safe and effective operation of the Air Navigation System. The Contractor shall make its best effort to hire these employees, and shall make his employment offers to them immediately upon receipt of such direction. In the event that an employment offer to an incumbent Contractor man-month employee is not accepted by the incumbent employee, the Contractor shall solicit from the employee and immediately furnish to the Government statements signed both by the Contractor and by the employee setting forth the reason(s) for non-acceptance of the offer.

4-2-2-2 Post-Award Orientation Conference: Within two weeks of Award of Contract, the Government will, at its discretion, hold a Post-Award Orientation Conference with the Contractor. The conference will serve the following purposes:

- 4-2-2-2-1** To clarify, without prejudice, the terms and conditions of the Contract, and any areas of uncertainty on the part of the Contractor as to his responsibilities under the Contract;
- 4-2-2-2-2** To advise and assist the Contractor, without prejudice to contractual responsibilities, in the matter of entry visas and work permits for Contractor-furnished personnel;

4-2-2-2-3 To establish priorities for positions to be filled and encumbered by the end of the mobilization period, coinciding with the termination of the incumbent Contractor's responsibilities;

4-2-2-2-4 To establish priorities for site and location manning levels during the Phase-In period;

4-2-2-2-5 To coordinate site inspections by Contractor personnel during the Phase-In period;

4-2-2-2-6 To introduce Government personnel to key Contractor personnel.

4-2-2-3 **Mobilization Status Reports:** Within two weeks of the Award of Contract and at the end of each subsequent week thereafter for the first three (3) months of the Phase-In period, unless otherwise directed by the Government, the Contractor shall furnish to the Government three (3) copies of a weekly Mobilization Status Report. The report shall contain key information relating to the progress of the Contractor's mobilization activity including, but not limited to:-

4-2-2-3-1 Incumbent personnel rehire status;

4-2-2-3-2 Number of employment offers accepted;

4-2-2-3-3 Number of employment offers pending acceptance;

4-2-2-3-4 List of prospective employees awaiting Government approval;

4-2-2-3-5 Number of employment offers rejected;

4-2-2-3-6 Block visa/work permit status;

4-2-2-3-7 Significant mobilization problems and corrective action.

4-2-3 Employee Performance Evaluation

4-2-3-1 The Contractor shall develop and administer an Employee Probation procedure for its man-month personnel. Within thirty (30) days from the start date of the Contract the Contractor shall submit this procedure to the Government for approval. The employee probation period shall be for the initial ninety (90) days following the employee's first day on master payroll. During this probation period the employee will be under observation for his ability to

perform in accordance with his position description. If during this period the Contracting Officer or his designee finds him unsuitable as regards his knowledge, ability, conduct or attitude, the Contractor will be required by the Government to terminate his services.

4-2-3-2 **Performance Evaluation:** The Contractor shall develop and administer an Annual Performance Evaluation policy and establish annual incentive procedures for incumbent personnel, so as to maintain the experienced manpower. Within thirty (30) days from the start of the Contract the Contractor shall submit this procedure to the Government for approval. The procedure shall provide for a minimum of one (1) annual written evaluation, and details of annual incentives to avoid a negative high turnover ratio of personnel, in accordance with Article 2-81-2-3-7.

4-2-4 **Proficiency Intensification** In order to increase the proficiency of Contractor personnel in certain job skills, the Government agrees to provide the Contractor with the necessary training facilities and equipment required to conduct intensive in-country equipment proficiency orientation of qualified Contract personnel as necessary, and as per the instruction of the Government representative. In accordance with on-the-job experience, Contract personnel will be selected from manning positions shown in Attachment "D" to participate in this intensive in- country orientation program.

4-2-5 **Replacement of Personnel** The Contractor may assign replacement personnel up to seven (7) calendar days prior to the last day worked by terminating Contractor personnel. Billings for the above overlap of personnel are permitted only when the monthly number of man-months billed does not exceed the negotiated monthly number of man-months in Article 3-7, Schedule of Quantities and Prices. The Government may elect not to replace the terminating Contractor personnel. Upon receipt of such instruction, the Contractor shall place the applicable position on "hold" status, and shall make no attempt to recruit for the position until instructed otherwise by the Government. Upon the position being placed on "hold", the Contractor shall not include that position in determining its manning levels in accordance with Article 4-2-1-4.

4-2-6 Unsatisfactory Performance by Contractor Personnel

4-2-6-1 Contractor personnel who are required by the Government to be certified as competent in accordance with Government certification program(s) shall, subject to the approval of the Contracting Officer or his designee, be terminated by the Contractor if found not to have met the Government's certification criteria. The Government will pay the cost of man-months up to the date of termination of such personnel, but will not bear any other cost. Contractor personnel who are required to be certified shall be capable of achieving such certification within ninety (90) days of date of assignment, or as otherwise specified under Government certification rules and regulations.

4-2-6-2 Notwithstanding the provisions of the foregoing Article 4-2-6-1, if at any time during their employment, Contractor personnel are found to be performing their duties in an unsatisfactory manner as regards their knowledge, ability, conduct or behaviour, the Contracting Officer or his designee will investigate the matter in conjunction with the Contractor and with the assistance of other staff as necessary. If the investigation reveals that the incumbent was performing and/or conducting himself in an unsatisfactory manner, and disciplinary or remedial action will not remedy the situation, the Contractor will be directed to terminate him on the date to be decided by the Contracting Officer or his designee. The Government will pay the cost of man-months up to the date of his termination. The Government will not bear any other cost.

4-2-7 **Termination for Violation of Law or Customs** Contractor personnel are subject to termination for violation of the laws of the Kingdom (which include but are not limited to drug trafficking, the penalty for which is capital punishment), security regulations, religious or social customs of the Kingdom, whether or not convicted by a court of law. The direction concerning the employee will be given in writing by the Contracting Officer or his designee and the Contractor will be required to comply forthwith at no cost to the Government. The Contractor will be paid only the price of man-months provided.

4-2-8 **Termination of Contractor Personnel by Contractor** The Contractor has the obligation of determining misbehaviour, prejudicial conduct or violation of company policies by Contractor personnel and in such cases shall promptly inform the Contracting Officer or his designee in writing when it is the Contractor's intention to terminate the employee, stating the reason(s) therefore. Termination of such Contractor personnel for any reason must have the approval of the Contracting Officer or his designee and shall be without cost to the Government.

4-2-9 **Personnel Unavailability (Resignations)**

4-2-9-1 **Personnel Unavailability (Abandonment of Position)** If any Contractor employee performing services hereunder is unavailable to perform his duties for a period of ten (10) consecutive calendar days, other than for those periods compensated for in Articles 4-2-19 to 4-2-23 inclusive therein, the Contractor may remove the said individual from the Master Payroll effective the eleventh day and initiate replacement. The Contractor shall inform the Government in writing, including relevant data to identify the employee, the position and the final termination date.

4-2-9-2 **Resignations by Contractor Personnel:** Contractor personnel shall submit resignation letters to the Contractor, with copies to the concerned Airways Engineering Department/Sector Head and to the Contracts and Finance Control Department. The Contractor shall inform the Government in writing, including relevant data to identify the employee, the position, the final termination date, and attach a copy of the employee-Contractor Termination Interview form, signed by both the employee and the authorized Contractor representative.

4-2-9-3 **Nonavailability of Candidate Authorized for Hire:** The Contractor shall send a Nonavailability letter to the Government for each Man-month or Support Staff candidate authorized for hire by the Government, if the authorized candidate cannot be mobilized by the Contractor. This letter shall include relevant data to identify the candidate, the position, and the reason for his failure to mobilize. The Government shall not authorize any other

candidate for the concerned position unless and until the Contractor submits the required Nonavailability letter.

4-2-10 **Review of Manning** Recognizing that manning levels, skills and position descriptions may require adjustments, the Contracting Officer or his designee and the Contractor Program Director or his designee shall, each quarter or as necessary, jointly review Contractor Staffing Attachments "D" (Article 4-10) and "E" (Article 4-11) and making the required adjustments in the Technical support as per Section 2, Article 35 of the General Conditions.

4-2-11 **Increases in Manning** In the event the foregoing agreement results in a requirement for additional Contractor personnel due to increased authorized manning in existing specialities, or the addition of new specialities, the Government representative may require the Contractor to increase the number of personnel within the same Contract Levels provided that the Contract billing rates shall not be increased. The resulting increase in authorized positions shall be subject to Articles 43 and 44 of the General Conditions set forth in Section 2. In the event such increased authorized manning results in a requirement for additional funds, the Government shall adjust the funding appropriately within ninety (90) days following the increased authorization.

4-2-12 **Reductions in Manning** The rates established for personnel to be furnished hereunder were established premised on such personnel being stationed in Saudi Arabia for the period of the Contract. The Government may determine that Contractor positions may be eliminated from Attachment "D" (Article 4-10) due to reduced scope of work or that Government personnel can undertake certain tasks being performed by Contractor personnel hereunder before the scheduled performance period of such personnel has elapsed. Government written notice of such reduction shall be provided to the Contractor ninety (90) days prior to the effective date of the elimination. The Contractor will eliminate the positions from Attachment "D" (Article 4-10) as so directed and will adjust his billings accordingly. Such reduction shall be subject to Articles 43 and 44 of Section 2, General Conditions.

4-2-13 **Not Applicable to Scope of Services**

4-2-14 **Not Applicable to Scope of Services**

4-2-15 Operational Working Hours

4-2-15-1 **Standard Work Week:** Contractor personnel shall be required to work 8.0 hours-per-day, 5 days-per-week. The Standard Work Week for Contractor personnel shall be Saturday through Wednesday inclusively. The standard work day, including thirty (30) minute lunch break, shall be 0730-1600 hours.

4-2-15-2 **Contract Month:** A Contract Month, for the purpose of the Contract, is defined as a time period starting on the 6th day of a Gregorian month, and ending on the 5th day of the following Gregorian month, during the term of the Contract.

4-2-15-3 **Shift Work:** Contractor personnel may, for operational reasons, be assigned to work shifts according to schedules which are at variance with the Standard Work Week. In the interests of maximum operational efficiency it is understood and agreed that an employee may be required to work fewer shift periods than the equivalent number of Standard Work Week working days during one or more particular week(s) of a shift schedule, provided that the total number of shift periods worked during the Contract month is not less than the total number of Standard Work Week days which fall during the same Contract month.

Notwithstanding the foregoing, shift schedules which require employees to work fewer shift periods than the aforementioned monthly total of Standard Work Week days may only be implemented with the written approval of the Contracting Officer or his designee. In such instances the Contractor will be paid the full man- month rate for the applicable month.

For the purpose of this Contract, a shift period is defined as a period of work not less than 8.0 hours in duration excluding lunch break, starting and ending on days or at times other than those specified in Article 4-2-15-1 above, and interrupted only by statutory work breaks.

4-2-15-4 **Overtime:** The Contractor shall calculate overtime payments in accordance with Saudi Labor Law.

Contractor personnel working overtime in excess of the Standard Work Week specified in Article 4-2-15-1 above, shall be paid overtime for hours worked in excess of a Standard work day (Saturday to Wednesday), and for hours worked on days other than Standard work days (Thursday and Friday).

Contractor personnel working shifts shall be paid overtime for all hours worked in excess of 8.0 hours during a shift period, or in excess of forty (40) hours in a week (Saturday to Friday).

4-2-16 Permanent Assignment Locations Permanent assignment for Contractor personnel will be at one of the following locations: ABHA, DHAHRAN, JEDDAH, MADINA, RIYADH, TABUK or TAIF, or such other locations as may from time to time be determined to be permanent locations by the Government.

4-2-17 Housing and Accommodation The Contractor shall be responsible for housing and accommodation requirements for Contractor personnel in accordance with the Council of Ministers Resolution No. 210, dated 18/10/1401H. The housing or accommodation shall be for the sole use of ANSS Program employees and shall, as much as possible, be confined to one area and/or compound, and located as close as is practical to the personnel location of work. It shall be of an acceptable standard of amenities and comfort, and comparable as a minimum to standards prevalent for similar categories of personnel in the country/countries of origin of the said personnel.

The Contractor's housing and accommodation proposal shall be incorporated within the Contractor's Program Plan (Article 2-81-2-3) under the Employee/Industrial Relations and Life Support Plan (Article 2-81-2-3-8), and shall include, but not be limited to the following: Residential accommodation shall be provided fully furnished. In addition to standard household furnishings, personnel shall be provided with (as a minimum), air conditioning, washer/dryer, refrigerator, oven/stove and television set. Communications, including international telephone facilities shall be provided. Recreational facilities shall be provided for use by personnel and their families. These shall include (as a minimum), swimming pool, children's playground, gymnasium, etc. Standard hospitality kit (details to be specified in the Tenderer's proposal), shall be provided. Maintenance and refurbishment program services shall

be provided, e.g. regular servicing of air-conditioning, ground keeping, repainting of accommodation as required, general repairs to all accommodation, facilities and amenities as required, water and power supply. The cost of all above-mentioned items shall be borne by the Contractor, without any costs (e.g. switchboard service charges, etc.), deducted from Contractor employees.

The Government shall have the right to inspect and approve the Contractor's proposed housing prior to the transfer of incumbent employees to the incoming Contractor's proposed housing. The Government representative may perform periodic inspections of Contractor-provided housing or accommodation. Any negative findings during the inspection process shall be brought to the attention of the Contractor to be corrected as soon as possible. If, at any time, the Contractor fails to correct deficiencies pointed out by the Government, the Government shall have the right to correct the deficiencies and deduct the cost of correction from monies due to the Contractor.

4-2-18 Transportation The Contractor shall be responsible for mobilization, demobilization, emergency and annual vacation air transportation to Home of Record for all Contractor personnel and their authorized dependents. The Contractor shall also be responsible for personal transportation for Contractor personnel between their accommodations and their work sites, which shall be so organized as to respond promptly to non-routine work transportation requirements of its personnel in addition to routine work requirements. The Contractor shall also be responsible for medical transportation (routine and emergency), dependent's school transportation, and employee and dependents' recreational transportation.

In addition to the above requirements, the Contractor shall provide an adequate number of vehicles to transport personnel at each Sector and work location, and to cover personnel movements on a 24-hour basis, to meet the routine and emergency operational requirements of the program. These vehicles will be under the custody of the officials of the Sectors, locations and divisions.

4-2-19 Holidays Contractor personnel will be allowed a total of ten (10) workdays per year as paid holidays: Five (5) days for Ramadan Eid, and five (5) days for Haj.

If Contractor personnel are required to work during public holidays, the days worked may be added to vacations or reimbursed subject to the approval of the

Government representative or his designee. Public holidays arising during vacation will not be counted as vacation days, and the vacation will be extended accordingly. Scheduling of such days will be at the discretion of the Government.

4-2-20 Sick Leave and Compassionate Leave

4-2-20-1 The Contractor will receive payment from the Government for sick leave actually taken by Contractor personnel, as per the applicable rules and regulations.

4-2-20-2 The Contractor will receive payment from the Government for compassionate leave actually taken by Contractor personnel due to serious illness or death in the immediate family, provided that such payments shall not exceed three (3) days annually for each such person. Days in excess of these will be considered leave without pay.

4-2-20-3 Notwithstanding the provisions of the preceding Articles 4-2-20-1 and 4-2-20-2, the Contractor will not receive payment for any combination of sick leave and compassionate leave taken by individual Contractor personnel that exceeds a total of twelve (12) days annually.

4-2-20-4 Sick leave and compassionate leave may not be added to vacation.

4-2-21 Vacations In addition to the Holidays specified in Article 4-2-19, Contractor personnel shall be allowed twenty-one (21) working days for each year worked on the Contract, accrued at the rate of one and three-quarter (1.75) working days per month. If the employee is assigned to work during vacations, holidays, or weekends, the Contractor will be reimbursed for such days by means of overtime or man-month invoice, subject to the approval of the Government representative or his designee.

4-2-22 Scheduling of Vacation and Settlement of Unused Entitlements Vacations will be scheduled so as to minimize interference with the Government's operational requirements, and granted in accordance with the vacation schedule established by the Contractor. The Contractor will be reimbursed at cost for unused vacations during the Contract years, subject to funding availability and to the approval of the government representative, pursuant to operational requirements, with the approval of the Contracting Officer or his designee.

4-2-23 **Unpaid Leave** The Contractor may authorize its personnel leave of absence without pay under circumstances deemed appropriate by the Contractor, after approval by the Contracting Officer or his designee. The Contractor shall not be entitled to payment by the Government for days not worked by personnel through absence on unpaid leave.

4-3 SPECIAL COST SERVICES AND PROVISIONS

4-3-1 **Introduction** The Contractor, when authorized by the Contracting Officer or his designee in writing, shall provide the services listed and described in this Article 4-3 and shall be paid therefor. In all cases, the prior written approval of the Contracting Officer or his designee is mandatory before the Contractor incurs costs under this Article 4-3.

4-3-2 **Overtime** Any time worked by Contractor personnel in excess of the hours specified in Article 4-2-15 herein shall be considered overtime, and will require prior written requests by Contractor man-month personnel supervisors and final approval by the Contracting Officer or his designee. The Contractor shall be compensated for overtime at the negotiated rates specified in Section 3, Article 3-7, Schedule of Quantities and Prices, and may be paid from the man-month or special cost item, as per the instruction of the Government representative.

4-3-3 **Technical Support (Support Staff)** The Contractor, upon request, will recruit support staff and will be reimbursed on a negotiated and established cost-plus-fee basis, and may be paid from man-month or special cost item, as per the instruction of the Government representative. These costs shall include, but not be limited to, salaries, allowances, and benefits which shall be determined by the Contractor and approved by the Contracting Officer or his designee. The written approval of the Government Representative or his designee is mandatory before the Contractor employs such support staff personnel, provided that hiring will be according to the support staff categories and salaries schedule mentioned in Section (3), Attachment (D), Article 3-7-8.

4-3-4 **Engineering, Technical, and Other Advisors** The Contractor shall, at the request of the Government, obtain special contract services, within the scope of but not otherwise covered by the Contract, of Engineering, Technical, and other Advisors. Requests for such services shall be processed and the Contractor will be reimbursed in accordance with procedures defined in Section 3, Article 3-7, Schedule of Quantities and Prices.

4-3-5 **TDY and Factory Training** When the Contractor is requested to place its foreign and PCA Airways Engineering Saudi Arabian personnel on TDY outside the Kingdom of Saudi Arabia, the Contractor shall be reimbursed for such TDY and training at the negotiated rates specified in Section 3, Article 3-7, Schedule of Quantities and Prices.

4-3-6 **Basic Training Center Life Support Services** The Contractor shall provide life support services for Basic Training students as specified in Section 4, Attachment C, Training Plan, Article 4-9-9-3, at the negotiated rates specified in Section 3, Article 3-7, Schedule of Quantities and Prices.

4-3-7 **Additional Special Cost Items** The Contractor may be requested to provide other Special Cost Items not listed above. The provision, and determination of cost, if any, of these services, shall be made in accordance with Articles 43 and 44 of Section 2, General Conditions.

4-4 TECHNICAL AND SUPPORT MAN-MONTH SERVICES AND PROVISIONS

4-4-1 **Program Management** Airways Facilities Kingdom-wide management responsibility shall at all times rest with the Contracting Officer or his designee. The personnel furnished by the Contractor shall work in Saudi Arabia as an integrated element of PCA. The Contractor shall provide Program Management to direct, control, and administer the activities of Contractor personnel within the requirements of the contract, and according to the management direction, orders, rules and regulations of PCA. The Contractor, through the management skills of its management and supervisory personnel working at various levels of authority prescribed by PCA, shall be responsible for ensuring that the specified services are being satisfactorily performed by all Contractor personnel in accordance with the contract.

While Contractor personnel may under certain circumstances and/or at certain times be required by the Government to work under direct supervision of employees of the Government, such supervision, unless it specifically precludes the aforesaid personnel from performing services or carrying out duties in accordance with the Contract, shall in no way relieve the Contractor of his responsibility for the services performed or duties carried out by the aforesaid personnel.

4-4-2 **Contractor Performance Evaluation** The Contractor shall at all times maintain a Performance Evaluation Staff, consisting of qualified individuals experienced in management, technically cognizant and capable of evaluating and analyzing the Contractor's performance of the services specified in the Contract. The Contractor shall, through the Performance Evaluation Staff, be responsible for the following:-

- 4-4-2-1 Conducting periodic evaluations and quality control audits of the Contractor's technical, management and logistics performance.
- 4-4-2-2 Establishing, with the approval of the Government Representative or his designee, measurable targets and objectives to be achieved by the Contractor within a given period in support of each organizational element of PCA augmented by Contractor personnel.
- 4-4-2-3 Recommending to the Government Representative or his designee organizational and operational changes with the object of facilitating improvements in Contractor performance.

4-4-3 **On-The-Job Training and Contractor Plan for Saudiization**

- 4-4-3-1 **On-the-Job Training and Saudiization:** The Contractor agrees and understands that the personnel furnished by the Contractor are working in positions for which suitably-qualified Saudi Nationals are not available. The Contractor and its personnel shall take every opportunity and exert every effort to provide on-the-job training to the Saudi National manpower resources identified to the Contractor by the Contracting Officer or his designee. Within sixty (60) days of Contract start date, the Contractor shall submit to the Contracting Officer or his designee an updated Saudiization Plan to provide,

through on-the-job-training, for the capability of systematic replacement of Contractor foreign personnel by suitably-qualified Saudi National government employees. The plan shall include but not be limited to a description of the proposed methodology, objectives and measurable time-phased targets. Upon the approval of the Contracting Officer or his designee, the Contractor shall implement the Plan, and in the event that the identified targets are not met, the Contracting Officer may impose penalties upon the Contractor in accordance with Section 2, Article 40, General Conditions.

The Government will assist in identifying the Saudi National employee resources, as required, by the Contractor for preparation of the Saudiization Plan.

4-4-3-2 **Contractor's Saudiization Program**

4-4-3-2-1 The Contractor shall, in providing personnel to perform the Services, give priority to qualified Saudi Arabian Nationals. If at any time the Government shall notify the Contractor in writing of the availability of a Saudi Arabian National qualified for employment, the Contractor shall offer to employ him forthwith. Upon acceptance of the offer by the Saudi Arabian National, the Contractor shall terminate, or reassign, if feasible, the foreign national whose position has been assigned to the Saudi Arabian National, into a compatible vacant position.

4-4-3-2-2 Saudi Arabian Nationals employed to meet the requirements of the Saudiization Program shall not be employed without the prior written approval of the Government.

4-4-3-2-3 Compensation and other benefits and allowances to be received by Saudi Arabian Nationals shall not be less than the compensation, benefits and allowances received by non-Saudi Arabian national employees having similar capabilities, duties or responsibilities.

4-4-3-2-4 If at any time the Government shall request the Contractor in writing to transfer any Saudi Arabian National employee of the Contractor into the employment of the Government, the Contractor shall be bound forthwith to release that employee to the Government and to take all such actions as may be necessary to give full effect to such transfer.

4-4-3-2-5 Failure of the Contractor to meet the requirements of the Saudization Program will result in penalties in accordance with the Saudi Arabian laws and regulations.

4-4-4 **Program Plan** Not later than ninety (90) days after the start date of the Contract, the Contractor shall submit five (5) copies of an updated Program Plan to the Government. The Program Plan shall be an updated version of the Program Plan submitted by the Contractor as part of his tender in accordance with Section 2, Article 2-81, Management and Operations Plan. It shall incorporate all changes made to the Program Plan submitted with the Tender as a result of contract negotiation or at the direction of the Government, and shall include all procedures, policies and plans submitted to, approved and/or directed by the Government in accordance with the provisions of this Section 4. Without prejudice to the foregoing, the Program Plan shall include but not be limited to the following information:-

4-4-4-1 All Contractor management positions including names and telephone numbers of the assigned management personnel.

4-4-4-2 Contractor organizational charts showing the Contractor's organization structure and its relationship with the parent organization(s). Lines of authority shall be clearly defined, along with functional responsibilities.

4-4-4-3 Tasks to be performed and basic administrative approach.

4-4-4-4 Update of the operations Phase-In Plan originally submitted in the tender as a part of the Program Plan shall be submitted within thirty (30) days after the award of the contract, as a separate document containing modifications resulting from contract negotiations and Government directions.

In the event that subsequent changes during the life of the Contract necessitate further updates to the Program Plan, the Contractor shall submit the said updates to the Government without delay.

4-4-5 **Contractor Management** The Contractor shall establish and, throughout the life of the Contract, maintain a Management Office in Jeddah, Saudi Arabia to direct, control, and administer the provision of services under the Contract. The Contractor shall bear the cost of this office, and the required support personnel, including, but not limited to, the Technical Coordinator, Performance Evaluation Staff, CDRL Coordination Staff, Finance, Manpower, Training, Procurement, Material and Receiving, Business Coordinators, and Services and Life Support at Jeddah locations and at the Sectors.

4-4-6 **Contractor Monthly Activity Report** A Contractor operational activity report shall be submitted monthly to the Contracting Officer or his designee. The report shall include: routine contract information; information on status of accomplishments, including a definition of the problems and corrective actions being taken; targets for the following month; man-month and financial status; and potential problems. The activity report for the month being reported shall be submitted on or before the 7th day of the following month.

4-4-7 **Progress Reviews**

4-4-7-1 **Quarterly Reviews:** Appropriate Government and Contractor representatives shall conduct progress reviews on a quarterly basis or as required by the Contracting Officer or his designee. The progress reviews will evaluate contractual and technical objectives, status of staffing, and work performance analyses in accordance with the provisions of this Section 4.

4-4-7-2 **Contractor Phase-Out Plan:** Not later than eighteen (18) months prior to the end of the Contract period, the Contractor shall submit to the Government for approval a Phase-Out Plan, containing detailed information as to how the Contractor proposes to administer the actions necessary to achieve a non-disruptive closure of the Contract. The topics addressed by the Contractor shall include but not be limited to manpower, finance, logistics and technical aspects, and shall be so designed as to assure the continuous uninterrupted

provision of a high standard of Air Navigation System Support by the Contractor during the final months of the Contract period.

The Contractor shall subsequently update the Plan as a minimum no later than twelve (12) months and six (6) months prior to the end of the Contract period.

4-4-7-3 **Correspondence Index:** The Contractor shall furnish the Government with index of correspondence between the Government and the Contractor (in Arabic and English) on a quarterly basis or as otherwise required by the Contracting Officer or his designee.

The index shall provide as a minimum the date, reference number(s), subject or title, names of addresser and addressee, and description of attachments (if any) pertaining to all written notices, letters or memoranda submitted by the Contractor to the Government or by the Government to the Contractor during the applicable period.

4-4-8 **Operational Deployment of Contractor Personnel** Contractor Man-month personnel shall augment the following organizational elements of the Presidency of Civil Aviation:-

4-4-8-1 **Airways Engineering Directorate, Maintenance Engineering Division (MED):** Located at the PCA Airways Engineering Headquarters, the Maintenance Engineering Division provides day-to-day guidance and direction for the maintenance and technical certification of the facilities and equipment that make up the Saudi Arabian Air Navigation System.

Scope includes:-

- Defines and establishes Maintenance Program objectives in the context of improvements to Air Navigation System maintainability, reliability, and availability.
- Measures, analyzes, and reports on progress toward meeting stated program objectives.

- Develops, coordinates approvals, and implements actions necessary to meet operational Air Navigation System requirements.
- Maintains status information regarding available equipment and facilities resources.

Division elements and functions include:

- Maintenance Operations: Sector Office Support; System Certification Status, and corrective actions required.
- Depot Engineering: Test equipment loan stock and test equipment calibration; and Depot-level repair of complex facility components.
- Sector Offices: Provide direction for on-site technical support and certification of operational system components; assure preventive maintenance schedules are met; and ensure timely response to corrective maintenance needs.

4-4-8-2

Airways Engineering Directorate, Systems Engineering Division (SED): The systems Engineering Division ensures that PCA Airways Engineering programs, including construction, installation, maintainability, reliability, and availability of air navigation, air traffic control, and aeronautical communications facilities and equipment in the Saudi Airspace System are efficient, economical, and responsive to operational needs and requirements.

Scope includes:

- Translating validated operational requirements for Airways Engineering hardware and/or software systems into specific programs and plans, including technical performance specifications, procurement requests, installation standards, testing and commissioning procedures and standards.

- Planning, scheduling, and managing approved programs for facilities, from authorization of funds to facility commissioning and/or completion, including: estimating life cycle costs; predicting, reviewing, assessing, and monitoring system development, engineering, design, demonstration, test production, operation, and support; assessing schedules and performance experience against predictions, and providing such assessments for consideration by the Director-General or other top management officials at key decision points; and making new determinations where significant schedule or performance variances occur.
- Prepares detailed engineering specifications for the production and procurement of equipment approved for inclusion in the Kingdom's Airspace System.
- Responsible for on-site acceptance testing of Airways Engineering, systems, and equipment that are under installation, improvement or modification by Contractor and/or PCA personnel.
- Providing input, during both the development cycle and the acquisition cycle, for the modernization and in-service improvement of equipment facilities and system acquisition plans.
- Reviewing commitments regarding reprogramming proposals submitted by other offices to determine impact on program. Initiating, recommending, and submitting reprogramming actions for revisions in the basic program when funds available for approved projects are not sufficient to complete the work assigned, or for required additional facilities or projects not in the basic program. Providing the Director-General with impact statements and recommendations.

- Providing engineering services through the Presidency of Civil Aviation to foreign countries in connection with their civil aviation development programs; reviewing system plans in such programs from technical and planning viewpoints to help resolve problems arising from conditions peculiar to the country or locality involved.
- Providing engineering advice and consultation to the Contracting Officer during the procurement cycle. Serving as the Contracting Officer's technical representative (COTR); reviewing and approving Contractor requests for action and Contractor progress payments.
- Acting as the focal point for the processing, coordination and approval of all frequency assignment actions for the Airways Engineering programs.
- Developing and maintaining a system for identification, control, accountability, and documentation of facility configuration for hardware subsystems for the Saudi Airspace System (SAS).
- Coordinating and providing engineering services to the International Airports Program Office (IAP) in connection with their civil aviation development programs; reviewing system plans in such programs from a technical and planning viewpoint to help resolve problems.
- Coordinating and providing engineering services to the Royal Saudi Air Force (RSAF) in connection with their defense-related Airways Engineering programs and joint-use PCA/RSAF facilities, systems, equipment; reviewing system plans in such programs from technical and planning viewpoints in order to resolve potential problem areas.

4-4-8-3

Airways Engineering Directorate, Logistics (LOG): Located at the PCA Airways Engineering Headquarters, the Logistics element is responsible for timely provisioning of the material resources required to maintain the Air Navigation System's continuity of operation.

Scope includes:

- Performing In-Kingdom and Out-of-Kingdom procurement.
- Warehousing, distributing, storing, issuing, monitoring and controlling of materials Kingdomwide.
- Receiving, processing, and returning repairable items to originators, and provides ongoing agreement for office machines repair.
- Conducting periodic and annual inventories in conjunction with Property, Receiving and Stores Department.
- Providing Office Services, including insurance policies and claims follow-up.

4-4-8-4

Airways Engineering Directorate, Property and Receiving Department (PRD): The Property, Receiving and Stores element is responsible for management of and accountability for all assets and properties purchased, owned, and used by PCA Airways Engineering.

Scope includes:

- Ensures that all items for the ANSS Program, are procured in accordance with order specifications, and are in good condition.
- Receives navigational systems, facilities, and equipment; support facilities for navigational systems, facilities, and equipment; vehicles; tools and test equipment, office equipment, and all other accountable property and issues Ministry of Finance and National Economy Form No. 2, Certificate of Acceptance. Issues Ministry of Finance and National Economy Form No. 7, Supply Requisition, to turn over the title (custodianship) of the above to the ANSS Contractor for operational use.

4-4-8-5 **Airways Engineering Directorate, Manpower Development (MPD):** Located at PCA Airways Engineering head-quarters, the Technical Training Development element is responsible for the Saudiization Program, staffing standards, manpower training and certification requirements.

Scope includes:

- Responsibility for the career development of PCA technicians by overseeing the technicians work programs, including liaising with field sites where technicians receive on-the-job training (OJT) on working equipment.
- Develop standards to which a technician must be trained to perform unsupervised equipment maintenance and troubleshooting.
- Provide examinations on theory and practical application for technician certification on equipment and position specialities.
- Determine OJT training requirements and develop OJT standards defining training materials from a variety of sources.
- Coordinate with the Training Department so as to develop and support the Saudi workforce to achieve the required training goals.

4-4-8-6 **Airways Engineering Directorate, Contracts and Finance Control (CFC):** Located at the PCA Airways Engineering Headquarters, Jeddah, the Contracts and Finance Control Department is responsible to the Director-General of Airways Engineering for contractual operations providing support of all contractual requirements and control of contracts for Airways Engineering Directorate, performing such functions as:

- Liaison between Airways Engineering Directorate and other PCA Directorate/Departments/Sections on contractual and financial matters as required.

- Ensuring all Contractors comply with all applicable Saudi Arabian laws, regulations, directives, customs, traditions, and contractual obligations.
- Monitoring and maintaining financial records and accounts of all companies contracted to perform work for PCA Airways Engineering.
- Preparing and monitoring budget and Government funding status.
- Providing technical translation, interpretation, and clarification of all Contracts and related documentation.
- Reviews, establishes, monitors, and amends program policies and procedures, and ensures their conformance with Contract and Government rules and regulations.
- Preparing Airways Engineering correspondence, reports, and other official documents as required.
- Administering PCA Airways Engineering Contractor Personnel Program, and monitoring Contractor recruitment activities to ensure the provision of required technical manpower.
- Administering Contractor personnel probationary and annual performance evaluations in conjunction with the Contractor.
- Maintaining records of all administrative, contractual, financial, and other correspondence and documentation in a central filing system.
- Performing other contractual duties as may be required by the Government.

4-4-8-7

Airways Engineering Directorate, Technical Publications (TPD): Located at PCA Airways Engineering Headquarters, the Technical Publications element is responsible for preparing, publishing, and maintaining technical and

administrative documentation in support of the Air Navigation System. This element also provides instructional and presentational media support to both Airways Engineering and Administrative Development (Training) through the Media Center located in the AFTC.

Scope includes:

- Standards, orders, specifications, operations and maintenance manuals, Aeronautical Information Publications, policy and planning documents, instructional media for instructors, and presentational media as required.
- Technical writing, editing, word processing, graphics, printing, distribution and library services, instructional and presentational media.

4-4-9 **Government Organization Changes** Contractor personnel to be assigned to the various organizational elements are identified in Attachment "D" Manning Schedule. The Contractor understands and agrees that the elements described in Article 4-4-8 of this Section are basically stable, but may be subject to change by the Government from time to time. Such changes shall not be construed by the Contractor or its personnel as modifying in any way the duties of Contractor personnel as specified in Attachment "E" Position Descriptions unless direction to that effect is given by the Government in accordance with the provision of Section 2, General Conditions.

4-4-10 **Sites, Facilities Systems and Equipment to be Maintained** Contractor personnel shall maintain the Sites, Facilities, Systems and Equipment in the numbers, locations, and in the manner enumerated in Article 4-7 Attachment "A", Maintenance Requirements. The Contractor agrees and understands that the Government may, at its sole discretion, increase or reduce the number of, or change the location or nature of the site facilities, systems and equipment to be maintained without prejudice to the Terms, Conditions and Scope of Services of the Contract. It shall be incumbent upon the Contractor and its personnel to actively seek to improve the standard of maintenance of such Sites, Facilities, Systems and Equipment and to make such studies, analysis, investigations and recommendations to the Government as the Contractor deems necessary to achieve such improvement. Disregard or non-utilization on the Government's part of such studies, analyses, investigations and

recommendations shall not be construed by the Contractor as releasing the Contractor from his obligations in this regard throughout the life of the Contract.

4-5 SUPPORT SERVICES AND PROVISIONS

The Contractor shall provide the following:

- Maintenance Requirements, Section 4, Attachment A, Article 4-7
- Logistics Support Systems, Section 4, Attachment B, Article 4-8
- Training Plan, Section 4, Attachment C, Article 4-9
- Manning Schedule, Section 4, Attachment D, Article 4-10
- Position Descriptions, Section 4, Attachment E, Article 4-11
- List of Acronyms and Contractions, Section 5.

4-6 NOT APPLICABLE TO SCOPE OF SERVICES

الرَّسُولُ نَبِيُّ الْمُسْلِمِينَ
عَلِيُّ الْمُسْلِمِينَ
كَانَ الْمُسْلِمُونَ

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عَهْدُ رَئِيسِ الطَّيْرَانِ الْمَلَكِيِّ ١٧-٩٣
لِتَعْوِيذِ وَتَشْغِيلِ وَصَيْانَةِ نَظَامِ الْمَلاَهِتِ الْجَوَيِّيَّةِ
الْبَعْلَمُ ١ - النَّسْخَةُ الْأَنْجَلِيَّةُ
مُبِينَةُ الْعَهْدِ
الْشُّرُوطُ الْعَنْتَرَةُ
الْمَوَاهِدَاتُ الْخَاصَّةُ
الْشُّرُوطُ الْمُالِكِيَّةُ وَالْمُرْفَقَاتُ
مُبَحَّلَ الْخَدَائِقُ وَالْمُرْفَقَاتُ

ORIGINAL



CONTRACT PCA-93-017
FOR
OPERATIONS AND MAINTENANCE
OF THE
AIR NAVIGATION SYSTEM SUPPORT (ANSS IV) PROGRAM
VOLUME 1 - ENGLISH
Form of Contract
General Conditions
Special Specifications
Financial Conditions and Attachments
Scope of Services and Attachments

THE KINGDOM OF SAUDI ARABIA
Ministry of Defence and Aviation
Presidency of Civil Aviation

SECTION 4
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SECTION 4
ATTACHMENT "B"

4-8 LOGISTICS SUPPORT SYSTEM

4-8-1 Contractor Procurement Responsibilities

The Contractor shall, as may be requested by the Government, provide material and services in relation to the Air Navigation System Support (ANSS) Program, equipment and facilities and other systems indicated by the Government including, but not limited to, Radar, Communications, ATC Automation and Navigation Aids Systems, spare parts, assemblies and/or components thereof, and other systems, equipment, facilities and services required by the Government. The Contractor shall provide all that is connected with the ANSS Support and Operation and facilities and worksites, in and out of the airports of the Kingdom of Saudi Arabia, with quick response for execution of tasks and provisioning of logistics and services from within or outside the Kingdom of Saudi Arabia to maintain a high and acceptable standard of program operations and maintenance. The Contractor shall be reimbursed and paid for these costs by the Government.

4-8-1-1 The Contractor shall procure new spare parts and other new equipment, and, when new spare parts and other new equipment are not available, the Contractor may procure material consisting of like-new or serviceable spare parts and equipment. All spare parts and other equipment procured by the Contractor shall conform as a minimum to applicable Saudi Arabian and International Civil Aviation Organization (ICAO) Standards. The approval of the Contracting Officer or his designee shall be mandatory for all spare parts procurements and other equipment procurements of the Contractor, subject only to the exceptions contained in this Attachment "B", and to any subsequent procedures, exemptions, waivers, or other instructions which may be issued from time to time to the Contractor by the Contracting Officer or his designee.

4-8-1-2 The Contractor shall arrange for the inspection, overhaul, modification and or repair of the Air Navigation Support/ Control equipment, including such items as electronic and electro-mechanical systems, major assemblies, subsystems and components.

4-8-1-3 The Contractor shall procure special tools, modification kits, electronic equipment, training test equipment and other equipment, subject to the standards and within the approval authority specified in Article 4-8-1-1 above.

4-8-1-4 The Contractor shall procure other material and services to support maintenance and operation equipment and facilities, subject to the standards and with the approval authority specified in Article 4-8-1-1 above.

4-8-1-5 The Contractor shall, upon issuance of a Letter of Instruction (LOI) by the Government, procure, build, modify and/or repair facilities, or arrange for, or accommodate payment for, the Government, in procuring, leasing, building and/or repairing Government facilities.

4-8-1-6 The Contractor shall provide ancillary services including, but not limited to, packaging, freight, documentation, and obtain insurance, and shall be reimbursed for the handling charges by submission of an invoice thereto, in addition to the cost of Out-of- Kingdom, including labor charges, telephone communications, stationery, the receiving and storage, packaging, shipping, and material transportation and mail, and all that is connected to Out-of-Kingdom procurements, from the Contractor offices and sub- Contractors for the handling of Logistics, as directed by the Contracting Officer or his designee.

4-8-2 Procurement Methods

PCA-AE Purchase Requisitions (PR's) and Letters of Instruction (LOI's) for the procurement of material and services will be issued in accordance with Contract and Government procurement regulations and procedures. PR's and LOI's will be subject to the approval of the Contracting Officer or his designee. Written instructions delegating approval authority will be issued by the Contracting Officer, or his designee, to the Contractor. Such instructions will establish the range of materials and

services which may be procured and specific financial limits applicable to each person delegated procurement approval authority. This instruction will be entitled the "ANSS Authorization Profile" and will be updated as required by the movement of personnel within PCA-AE elements.

4-8-2-1 Procurement Methods - Out-Of-Kingdom

The Contractor shall prepare for the Government's issuance and the Government will issue, at its discretion and upon validation of the requirement, Purchase Requisitions for Out-of-Kingdom material procurement. Out-of-Kingdom Purchase Requisitions shall contain as a minimum the following information:

- a. Manufacturers Part Number
- b. National Stock Number (NSN), if applicable
- c. Item Description
- d. Unit of Issue
- e. Quantity Required
- f. Purchase Requisition Control Number
- g. Priority of Need
- h. Date Requested
- i. Name and Signature of Requester
- j. Name and Signature of Logistics Manager
- k. Name and Signature of PCA Representative
- l. End Item Data
- m. Publication Reference Data
- n. Work Order/End Use Information

Out-of-Kingdom Purchase Requisitions will be issued to the Contractor's Procurement Office in Jeddah or as agreed by the Government and the Contractor. The Government is responsible for editing the information contained in the Purchase Requisition to ensure completeness and accuracy of information furnished to the Contractor.

The procurements shall be carried out in accordance with Royal Decree No. M14 dated 7/4/1397H, Saudi Arabian Procurement Regulations and all subsequent amendments, Council of Minister's Resolution No. 1291 dated 15/9/1394H, and Council of Minister's Resolution No. 377 dated 18/4/1398H.

4-8-2-2

Procurement Methods - Local Procurements

The Government will submit Purchase Requisitions for local procurement of material requirements through use of PCA local purchase documents. Local Purchase procedures may also be used to effect the local repair of systems equipment or facilities as requested by the Government.

4-8-2-3

Procurement Methods - Letters of Instruction (LOI)

A Letter of Instruction (LOI) issued by the Government to the Contractor will be used to request materials and/or services of a special nature to be procured within or outside of the Kingdom. All directed-source procurements, other than those normally associated with Purchase Requisitions, shall be effected by an LOI. The LOI will clearly define requirements, prices, terms and conditions, and responsibilities of the Government and the Contractor.

4-8-2-4

Procurement Sources

When any of the procurements made pursuant to the Contract are from sources other than the original manufacturer, the Contractor shall exercise the same degree of care and judgement in selecting responsible and competent vendor sources and/or subcontractors as issued for procurement of similar supplies for its own use. The Contractor shall make every effort to obtain material(s) at the lowest cost consistent with quality, vendor reliability and schedule requirements utilizing Gulf Cooperation Council (G.C.C.) countries products and services as defined in Section 2, Article 12, General Conditions.

4-8-2-5 In-Kingdom Logistics Review

As a means of monitoring progress, to establish future planning, to effect Government-Contractor reconciliation of shipment and receipt records, and to promote continuity of logistics operations, quarterly logistics meetings will be held in PCA Airways Engineering Directorate Headquarters. These meetings will commence on a date to be determined by the Government and will be attended by Contractor In-Kingdom Logistics Management and applicable Government personnel.

4-8-2-6 International Logistics Operations Review

To ensure that the Contractor's international Logistics operations are conducted in accordance with the Contract, and that transactions made under the Contract on behalf of the Government are made both in the best interest of the Government and in accordance with the rules and regulations of the Kingdom of Saudi Arabia, the Government reserves the right:

- a) To monitor and review the Contractor's Out-Of-Kingdom procurement methods;
- b) To audit the Contractor's Out-Of-Kingdom procurement transactions applicable to the Contract;
- c) To inspect the Contractor's Out-Of-Kingdom Logistics records applicable to the Contract;
- d) To conduct independent inquiries for verification purposes into aspects of the Contractor's procurement methods including vendor prices, delivery times, product quality, and procurement sources;
- e) To assist the Contractor where appropriate in the completion of formalities for the importation of goods into the Kingdom.

4-8-2-7 The Government reserves the right to inspect any or all of the Contractor's records, relating to transactions carried out under the Contract in support of its Out-of-Kingdom Logistics operations, and the Contractor agrees to make the said records immediately available at its own expense upon request of the Government. The Contractor understands that its failure to make such records available to the Government expeditiously may delay final settlement of the Contract.

4-8-2-8 The Contractor agrees to provide the Government, upon request, documentary evidence of its procurement and shipping methods, including but not limited to quotations, vendor price comparison data, supply source lists, purchasing and shipping procedures, vendor correspondence and status reports. The Contractor further agrees that such evidence shall be provided at its own expense.

4-8-2-9. The Contractor agrees to respond to any request by the Government for explanation of its reasons for any particular procurement or shipping transaction or method, if such a method or action may be contrary to the best interests of the Government.

4-8-2-10 The Government agrees to respond to any reasonable request by the Contractor for assistance in obtaining expeditious customs clearance for items which are imported by the Contractor under the Contract, provided that such assistance does not constitute fulfilment by the Government of responsibilities undertaken by the Contractor in any provision of the Contract.

4-8-3 Ordering and Processing Procedures

The Government and the Contractor shall comply with the following ordering and processing procedures:

4-8-3-1

Out-of-Kingdom Procurements

Within thirty (30) days from the Contract start date, the Government will provide the Contractor with a list of personnel authorized to submit PCA Purchase Requisitions. The Government, acting through these authorized PCA representatives, will place Purchase Requisitions with the Contractor for procurement of materials and services as described in Article 4-8-1.

4-8-3-1-1

In the event that the Contractor, after thorough investigation of local procurement sources, determines that such materials and services cannot be procured within the Kingdom of Saudi Arabia, the Contractor shall so advise the Government, and prepare, for the signature of the authorized PCA representative, an Out- of-Kingdom Purchase Requisition.

4-8-3-1-2

The Contractor shall process Purchase Requisitions into Purchase Orders in an orderly and timely manner in accordance with the assigned priority. The Contractor shall insure that all requested items are placed on Purchase Orders in accordance with the procurement times stated in Article 4-8-3-4. Three (3) copies of the Purchase Order processed from the Purchase Request, including delivery forecast, shall be forwarded to the PCA authorized representative within priority time frames as follows:

- a) Priority 1 - Two (2) working days
- b) Priority 2 - Seven (7) working days
- c) Priority 3 - Fourteen (14) working days

4-8-3-1-3

The Contractor reserves the right to make the necessary corrections or changes to nomenclature, part number and specifications provided that the item to be supplied does not change with respect to form, fit, function, or priority.

4-8-3-1-4

The Contractor shall forward to the designated PCA representatives, the following documents pertaining to each shipment of materials procured, repaired or replaced under Purchase Requisitions issued pursuant to the terms of this Section 4.

- a) First original and two (2) copies of the Bill of Lading, or two (2) copies of the Airway Bill;
- b) Three (3) copies of the freight forwarders consolidated Bill of Lading;
- c) A certified true copy and two (2) copies thereof of the Contractor's vendor(s) invoice(s).

4-8-3-2

Local Procurement

The Airways Engineering Sector Manager and the Contractor's Sector Representative and other individuals designated by the Contracting Officer or his designee, are authorized to purchase readily available materials and/or services locally to prevent emergencies and/or interrupted operations within the purchase criteria and funding limits pursuant to Contract, PCA, and Government rules and regulations.

4-8-3-3

Letters of Instruction

The Contracting Officer or his designee may submit Letters of Instruction (LOI's) as described in Article 4-8-2-3.

4-8-3-4

Procurement Priorities and Applicable Time Scales

Priorities for material(s) ordered from the Contractor will be appropriately assigned by the Government and properly referenced on the face of the Purchase Requisition. The Contractor will process procurements and arrange for delivery of items in compliance with the assigned priority. Priorities are defined pursuant to Contract, PCA, and Government rules and regulations.

4-8-3-5

Out-of-Kingdom Overhaul and Repair

Priorities and turn-around times for material(s) sent outside the Kingdom for overhaul and repair will be assigned as designated pursuant to instructions of PCA.

4-8-3-6

Long Lead Time Items

There are material(s) and equipment items requested by the Government that may require a long lead time procurement cycle according to availability and/or manufacturing process. The Contractor shall notify the Government, in writing, and the item(s) will **NOT** be placed on Purchase Order until approval is received from the Government.

4-8-3-7

Method of Shipment

Unless directed otherwise by the Government in writing, the Contractor shall apply the following methods of shipment for material(s) procured under the terms and conditions of the Contract.

4-8-3-7-1

Items defined by the Government to be of high priority (Priority 1, Priority 2, and Priority 3) shall be shipped immediately by air transportation without regard to the size or value of the item.

4-8-3-7-2

All items purchased out-of-Kingdom under the Contract will be consolidated into single shipments whenever possible as priorities dictate.

4-8-3-7-3

Items listed as priority 4 and 5 will be shipped by surface transportation unless otherwise directed.

4-8-3-8

Reports

The Contractor shall provide, in Arabic and English, a monthly Procurement, Supply and Financial Report in a format to be approved in advance by the Government. Changes to the report format as may be determined necessary by the Government or by the Contractor, shall be confirmed in writing between both parties.

4-8-4 Technical Conditions to be Satisfied

4-8-4-1 General

The Contractor shall comply with the following in the procurement of material(s) for the Government.

4-8-4-2 New Items

Where possible, items supplied under this Contract shall be newly manufactured (or overhauled and certified when new manufactured items are not available) and in accordance with the established and generally accepted standards for items of the type ordered and in full conformity with specifications and drawings of the original manufacturer.

4-8-4-3 Replacement Items

In cases where newly manufactured items are not available within the required time scales, "like new" certified zero time items will be accepted by the Government, subject to applicable Government-issued approval procedures. (Reference Article 4-8-2).

4-8-4-4 Configuration

The Contractor also guarantees that the items supplied or the execution of work described in the Purchase Requisition will, where applicable, be to the configuration control standard established by the Government or as agreed to by the Government and the Contractor.

4-8-4-5

Modified Items

Should any of the items ordered by a Purchase Requisition prove to be obsolete due to the introduction of a manufacturer's modification, the Contractor shall, subject to availability, supply items modified to the Government's established configuration in lieu of the obsolete item ordered or, in the event of repair and overhaul of items, the Contractor shall ensure that such modification(s) conform to the Government's established configuration. To ensure configuration control for the preceding, the Contractor shall obtain the approval of the Government prior to issuing a Purchase Order.

4-8-4-6

Repair Costs

Repair of Government-owned components and equipment shall be accomplished in accordance with Contract PCA, and Government rules and regulations and applicable rules and procedures.

4-8-5 **Inspections**

The Contractor shall comply with the following in contracting for supply of items for the Government:

4-8-5-1

Vendor Certificates

Functional items and/or Air Navigation System equipment items procured or overhauled pursuant to the Contract, shall be inspected at the applicable vendor facility and the following certificate of conformity, with applicable specification signed by the Head of the Vendor's Inspection/Quality Assurance Department (or his designee), will be attached to the item(s).

4-8-5-2

New Manufactured

The Contractor shall obtain and furnish to the Government, a certificate of conformity to the Prime Manufacturer's applicable specification and/or the Government's special specifications.

4-8-5-3

Replacement Items

The Contractor shall obtain and furnish to the Government, a certificate of conformity indicating compliance with the Prime Manufacturer's original specification.

4-8-5-4

Overhauled Items

The Contractor shall obtain and furnish to the Government a certificate of conformity to the Prime Manufacturer's original specification and certification, indicating that the vendor is approved either by the Prime Manufacturer or by the United States of America's Federal Aviation Agency or the United States of America's Federal Communications Commission, or their equivalent in the United Kingdom or continental Europe. Where the item is overhauled to Government specifications, the Contractor shall obtain for the Government a certificate of conformity to the Government specification.

4-8-5-5

Government Surveillance

The Government reserves the right to periodically witness the processes, quality control and inspection of the Contractor's vendors.

4-8-5-6

Government Inspection and Testing

All supplies furnished to the Government under the terms and conditions of the Contract shall be subject to inspection and testing upon receipt by the Government. If any such supplies are not in conformity with the requirements of the Contract, the Government may, within ninety (90) days from the receipt of the non-conforming item, reject the item or require correction thereof. In certain instances, the Government may decide to functionally test an item upon its receipt. If such tested items fail the functional test, they shall be repaired or replaced promptly by the Contractor or by the appropriate vendor. When practicable, the functional test results shall be made known in writing by the Government to the Contractor within ninety (90) days of receipt of the item by the Government. It shall be the responsibility of the Contractor to ensure vendor compliance with functional test specifications. The Contractor shall be

responsible for adequate packaging, with special emphasis on sensitive high-cost items to avoid failure during functional testing upon receipt. In the event of a second functional test failure on the same item, the Contractor shall thoroughly review vendor and shipper performance and determine corrective action required. The Government's rights under warranty as detailed in Article 4-8-8-4 are not affected by whether such functional test is or is not accomplished by the Government.

4-8-6 Packaging and Weatherization

Where applicable, supplies to be shipped to the Government shall be packaged and/or weatherized in accordance with the Government's "General Supplier Packaging Requirements" (GSPR). The Government may change or amend the GSPR by written notice to such effect to the Contractor setting forth the changes or amendments. Any such change or amendment shall take effect no later than thirty (30) days after receipt thereof by the Contractor. Where there is failure by the Contractor to package in accordance with GSPR and there is damage to supplies which result from such failure to so package, then the Contractor shall be responsible for such damage.

4-8-7 Title

For all materials purchased by the Contractor under the terms of the Contract, title will pass to the Government upon receipt of material as evidenced by the Government's signing of the Material Receiving Reports (MRR's) for the material(s). The Government will not accept responsibility for any materials purchased by the Contractor under the terms of the Contract until title for the said material(s) has been passed as described above.

Title to all materials procured by the Contractor under the terms of this Contract shall be clear and free of any security interests, liens or other encumbrances.

4-8-8 Property Warranties

4-8-8-1. Contractor Warranty

The Contractor shall obtain for the benefit of and transfer to the Government the most effective warranties from equipment vendors or manufacturers. The Contractor further agrees to obtain specific warranties at the direction and option of the Government.

4-8-8-2 Patent Infringement

All materials procured by the Contractor under the terms and conditions of the Contract shall be free of rightful claims or infringement of patents, including but not limited to, those registered in the United States of America and European countries, expressly excluding infringements arising from use in combination with other items where infringement would not have occurred from the normal use for which the supplies were designed.

4-8-8-3

Government Remedies on Warranty Matters

4-8-8-3-1

In case of breach of warranty as set forth in Article 4-8-8-1, the Government shall require the Contractor to take immediate corrective action. The Contractor shall pursue such claims and arrange the settlement thereof as directed by the Government. Cost incurred, other than Contractor manpower and overhead, in the pursuit of this settlement, will be paid by the Government.

4-8-8-3-2

Cost incurred in pursuing Government remedy for a breach of warranty is expressly limited to the reimbursement to the Government by the Contractor of the amount of the Government's loss, cost or damage (exclusive of loss, cost or damage arising or resulting from loss of use) arising out of infringement of any United States of America and/or European patent. The Contractor's obligation is conditional upon the Government's:

- a) Furnishing prompt written notice to the Contractor of any suits or claims against the Government alleging infringement, including all pertinent data, papers, records and assistance within the Government's control;
- b) Making a diligent effort to minimize (other than by non-use) the loss, cost or damage for which the Contractor is obligated hereunder and obtaining the Contractor's approval of payment of any claim (except final judgement), and;
- c) Authorizing the Contractor to intervene in and/or control the defence of any related claim or suit and to negotiate, settle and/or compromise such claim or suit.

4-8-8-4 Exclusivity of Warranties

The aforementioned warranties and the Government's remedies thereunder are solely for the benefit of the Government and shall not, without the written consent of the Contractor, be extended or be construed to extend to any other person whatsoever. This Section sets forth the entire Agreement of the parties with respect to warranties expressed or implied for all materials and supplies procured under the Contract, and the exclusive remedy for their breach including, but not limited to, loss of use or other secondary or consequential damage however occasioned.

4-8-9 Contractor Accountability4-8-9-1 Accountability

- 4-8-9-1-1 Contractor personnel shall take custodial responsibility for the resources of the Air Navigation System, which shall be in the custody of the Contractor, including but not limited to, capital equipment, capital property, tools, test equipments, spare parts, vehicles, and consumable items, computer software, records and documentation.
- 4-8-9-1-2 The Government will identify the above resources by providing the Contractor with an inventory list specifying item, numbers of items, value of items and location of items for which the Contractor shall take custodial responsibility.
- 4-8-9-1-3 On receipt of the Government-furnished inventory list(s), the Contractor shall conduct a wall-to-wall physical inventory to formally verify the validity of the inventory list(s). The Contractor's initial wall-to-wall physical inventory shall be thorough, specific and precise. Any discrepancies between actual inventory and the Government-furnished inventory list(s) shall be brought to the attention of the Government immediately on discovery for resolution.

On completion of this formal verification, and upon Government approval of the verified inventory list, the Contractor shall, on a date to be agreed upon by both parties, assume custodial responsibility for the items listed on the verified inventory list utilizing Form 7, Supplies Requisitions.

4-8-9-1-4 The Contractor shall subsequently become accountable for, and for the duration of the Contract period or until otherwise directed by the Government, remain accountable for all items listed as long as the items are within the control of Contractor personnel.

4-8-9-1-5 The Contractor shall bear the cost of man-months and all other costs associated with the initial physical wall-to-wall inventory. The Government shall only pay the man-month cost of the Contractor's Logistics personnel from the date of the formal assumption by the Contractor of custodial responsibility for the items identified by the verified inventory list(s).

4-8-10 Functional Control of Logistics Operations

4-8-10-1 Logistics System Management

Logistics Management shall be provided by the Contractor through a Logistics Management Branch staffed and operated under the direction of the Contractor.

4-8-10-2 Centralized Logistics System

The Contractor agrees that a centralized Logistics system will be staffed and operated at the PCA Airways Engineering Jeddah Depot. The Logistics support provided to the Air Navigation System will be responsive and modern, and utilize automated data support systems wherever possible. The centralized Logistics system will support all Airways Engineering elements on request in accordance with PCA applicable procedures.

4-8-10-3 **Airways Engineering Sector Logistics Operations**

The Contractor personnel assigned to the Logistics Operation of each Airways Engineering Sector shall be responsible to the Logistics Manager for implementation and maintenance of Logistics policies and procedures, and to the Sector Manager for administrative supervision and day-to-day sector operational requirements. Sector Logistics personnel shall ensure that the policies and procedures are utilized to discharge the Contractor responsibility to include the application of hand receipts for property.

Administrative support for Logistics personnel will be provided by the Contractor's local management representative.

4-8-11 **Defined Record Maintenance**

The Contractor shall be responsible for maintaining a comprehensive record system including the following elements:

4-8-11-1 **Commodity Master Records**

Commodity master records shall be maintained for each commodity in the custody of the Contractor. Record types to be made available to the Government are:

- a) Minimum/Maximum repair part stockage;
- b) Due-In/Due-Out reports;
- c) Major Sub-assemblies;
- d) Major Assembly Provisioning.

4-8-11-2 **Accountable Property Records**

Accountable property records shall be maintained for all capital, fixed, installed and other permanent (non-consumable) properties in the custody of the Contractor.

4-8-11-3

Consumable Records

Consumable records shall be maintained and updated as changes occur.

4-8-11-4

Local Purchase Records

Local purchase records and vouchers will be maintained to provide data for analysis of such items as vendor response and dependability, reasonable pricing policies, and Contractor adherence to Government rules, regulations and applicable law.

4-8-11-5

Out-Of-Kingdom Records

Out-of-Kingdom records will be maintained, filed by voucher number, to provide data for analysis of such items as vendor response and dependability, reasonable pricing policies and Contractor adherence to Government rules, regulations and applicable law.

4-8-11-6

Applicable Law

The Contractor shall comply with applicable Saudi Arabian rules and regulations in the management of the Logistics system, including but not limited to:

- a) Royal Decree No. M14 dated 7/4/1397H, Saudi Arabian Procurement regulations and all subsequent amendments;
- b) Council of Minister's Resolution No. 1291 dated 15/9/1394 and Resolution No. 377 dated 18/4/1398H;
- c) Government Rules and Regulations for Warehouses No. 21/4201.
- d) PCA and Airways Engineering Directorate Orders.

4-8-12 Contract_Closing_Procedures

4-8-12-1 Final_Acceptance

The Government will undertake measures to provide final acceptance of services provided under this Attachment "B" as soon as possible after the expiration of the Contract.

4-8-12-2 Contract_Closing

- 4-8-12-2-1** In the event the Contract shall not have been extended or renewed, as evidenced by mutual written agreement, a minimum of ninety (90) days prior to expiration of the Contract, the Contractor shall take necessary action to ensure orderly termination of its procurement actions upon the date of Contract expiration.
- 4-8-12-2-2** The Contractor shall make every possible effort to ensure that vendors meet forecast delivery schedules so that all items arrive in Saudi Arabia before or as soon as possible after the date of Contract expiration. The Contractor will continue processing shipment(s) through the freight forwarders and process invoice(s) after the Contract expiration date until all requested items have been received or cancelled.
- 4-8-12-2-3** Annual reconciliation of all procurement transactions will be accomplished by the Government and the Contractor at the end of each year of the Contract in accordance with procedures developed under paragraph 4-8-12-2-4 of Attachment "B". Proper adjustments will be made to correct any outstanding discrepancies found as a result of these reconciliations each year, if possible, otherwise, the Contract closing reconciliation will be subject to the entire duration of the Contract.
- 4-8-12-2-4** Detailed reconciliation procedures will be developed by the Contractor and submitted for the approval of the Government.

**SECTION 4
ATTACHMENT 'B'**

ANNEX TO ARTICLE 4-8 LOGISTICS SUPPORT SYSTEM

LETTERS OF INSTRUCTION (LOI)

This form in this Annex establishes the standard terms and conditions of the Government Letter of Instruction. Additional terms and conditions shall be added to describe such aspects as details of the equipment, supplies or services to be provided by Contractor and the schedule of payments. The Letter of Instruction shall not be inconsistent with the terms and conditions of the basic contract unless the Government and the Contractor otherwise agree. The sample Letter of Instruction, below contains paragraphs to be used as written when they are applicable. It is recognized that each individual paragraph will not necessarily apply to each Letter of Instruction.

SPECIAL PROCUREMENT LOI

- 1) Pursuant to the proposal agreement or sales contract between the Government and _____ (other entity) this Letter of Instruction is issued in accordance with existing Government procurement directives and constitutes your authority to (description of procurement, including any special provisions, terms or agreements relating to procurement), for the price of (price).
- 2) This procurement is to be provided pursuant to PCA Contract No. _____. The payment schedule is as follows:

(Schedule)

- 3) The above payments shall be made upon presentation by the Contractor of a copy of this LOI with a Contractor invoice in accordance with Article 3-3, Exhibit B, Financial Conditions of this Contract.
- 4) This LOI is an instrument charging the Contractor with the responsibility solely to effect payment for the equipment, supplies, or services specified and referred to in Paragraph 1. It is understood and agreed that the Contractor shall bear no

responsibility for payment of taxes, duties, imports or other similar levies arising out of the work to be performed and any equipment or supplies to be provided as a result of this procurement by the Contractor. The Contractor's responsibility in carrying out this procurement is limited to:

- a) issuance of a purchase order on behalf of the Government.
- b) payment of monies to the Vendor or Contractor with whom the Government has completed the agreement for equipment, services and supplies in amounts specifically authorized by the Government.

5) The Government remains solely responsible for all buyer/employer functions and obligations relating to their agreement with Vendors and Contractors identified in this LOI, including, but not limited to site access, approval of the Statement of Work and any changes thereto, all technical interface with the Vendor or Contractor, supervision of the work, scheduling, inspection, delivery, acceptance and payment authorization, maintenance, warranty and all additional costs and damages arising out of performance of work or provision of equipment, supplies or services under Paragraph 1.

6) The Contractor, its officers, employees and representatives shall be and hereby are relieved from any and all liability for loss of, damage to, or claims arising out of or connected with such loss or damage to any of the materials, supplies and equipment to be provided to the Government by this procurement. The Government agrees to indemnify and hold harmless the Contractor, its officers, employees and representatives, from and against any and all legal fees and all other costs incident thereto, which may be suffered by, accrued against, charged to or recoverable from the Contractor, its officers, employees or representatives for any reason whatsoever arising out of or connected with the purchase order and the proposals, agreement or sales contract referred to in Paragraph 1 above. Without prejudice to the generality of the foregoing, the Contractor is hereby indemnified and held harmless from any claims for general, special, consequential or other damages of whatsoever kind arising from failure of any equipment to perform according to all and any warranties, whether they be express or implied, that are or may be a part of the agreement between the Government and the Vendor or Contractor.

- 7) In the event the Government has not previously negotiated a performance bond applying to this procurement, the Contractor will obtain a performance bond for ____ % of the value of the procurement from the Vendor to the benefit of the Government and in a form acceptable to the Government.
- 8) The terms and conditions of PCA Contract No. _____ insofar as said terms and conditions are consistent herewith are applicable to this Letter of Instruction. In the event of conflict, the terms of this Letter of Instruction shall prevail.
- 9) The Government hereby agrees to amend Letter of Credit No. _____ to extend the validity period of such Letter of Credit up to and including the (date).

(Approval Authority)

(PCA Authority)

الرَّسُولُ نَبِيُّ الْمُسْلِمِينَ
عَلَيْهِ السَّلَامُ وَالْمَنَّاءُ
لِلْمُلْكِ الْمُكَبِّرِ الْمُكَبِّرِ

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عَاهَدَ رَئِيسُ الطَّيْرَانِ الْمَلَكِيَّةِ ١٧-٩٣
لِلْعُوْمَ وَتَشْغِيلِ وَصَيْانَةِ تَعْلَمِ الْمَلَأَقَرَّ الْعَوَوِيَّةِ ٤
الْمَكَالِمَ ١ - النَّسْخَةُ الْأَنْجَلِيَّةُ

ENGLISH

جُمِيعَةُ الْعَقْدِ
الشُّرُوطُ الْعَمَامَةُ
الْمُوَاصِفَاتُ الْخَاصَّةُ
الشُّرُوطُ الْأَدِيَّةُ وَالْمُرْفَقَاتُ
مُبَحَّالُ الْخَدْمَاتُ وَالْمُرْفَقَاتُ



CONTRACT PCA-93-017
FOR
OPERATIONS AND MAINTENANCE
OF THE
AIR NAVIGATION SYSTEM SUPPORT (ANSS IV) PROGRAM
VOLUME 1 - ENGLISH
Form of Contract
General Conditions
Special Specifications
Financial Conditions and Attachments
Scope of Services and Attachments

THE KINGDOM OF SAUDI ARABIA
Ministry of Defence and Aviation
Presidency of Civil Aviation

SECTION 4
ATTACHMENT "D"
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2-6	POSITION NOS. 0401 THRU 0418	
2-7	POSITION NOS. 0419 THRU 0514	
2-8	POSITION NOS. 0515 THRU 0605	
2-9	POSITION NOS. 0701 THRU 0715	
2-10	POSITION NOS. 0801 THRU 0901	
2-11	POSITION NOS. 0902 THRU 0920	
2-12	POSITION NOS. 0921 THRU 0937	
2-13	POSITION NOS. 1001 THRU 1018	
2-14	POSITION NOS. 1019 THRU 1103	
2-15	POSITION NOS. 1104 THRU 1118	
2-16	POSITION NOS. 1201 THRU 1304	
2-17	POSITION NOS. 1305 THRU 1406	

ATTACHMENT D			
4-10 MANNING SCHEDULE			
TABLE 1 - 1			
1	2	3	4
LVL	DESCRIPTION	STATUS	RECRUITMENT
A	Technical Assistants, Managers, Department/ Sector/Technical Managers; Snr. Navaids Trng Spec; and Equivalent	M	AB
B	Senior Engineering/Specialist; Technical Sector Supervisors; Navaids Trng Spec; and Equivalent	M	AB
C	Engineering; Senior Supervisory; Senior Specialist; and Equivalent	M	AB
D	Engineering; Supervisory; Specialist; and Equivalent	M	AB
E	Technical Instructor; Specialist; and Equivalent	M	AB
F	Electronic Instructor; System Maintenance Engineering Support; and Equivalent	S	AB
G	Senior Electronics Technician; English Language Instructor; Non-Technical Specialists; and Equivalent	S	AB
H	Electronics Maintenance Technician 'A'; Senior Facilities Technician; Non-Technical Specialist; and Equivalent	S	AB
I	Facilities Technician 'A'; Support Supervisory/Specialist; Electronics Technician 'B'; and Equivalent	S	AB
J	Electronics Maintenance Technician 'B'; Support Specialist and Equivalent	S	ABCD
K	Senior Technical Data Support; Facilities Technician 'B'; and Equivalent	S	ABCD
L	Technical Support; and Equivalent	S	ABCD
M	Technical Data Support; and Equivalent	S	ABCD
N	Facilities Support; and Equivalent	S	ABCD
COLUMN 1 = Manning Level		COLUMN 4 = Area of Recruitment	
COLUMN 2 = Level Description		A = Saudi Nationals & Residents of Saudi Arabia(Must possess	
COLUMN 3 = Status		Western qualifications & Experience)	
M = Married Status		B = North America & Western Europe	
S = Single Status		C = Middle East Countries	
D = Asia		D = Asia	

ATTACHMENT D

TABLE 2-1

4-10 MANNING SCHEDULE

LEGEND:

CFC	-	CONTRACTS & FINANCE CONTROL
PSS	-	PROGRAM SUPPORT SERVICES
LOG	-	LOGISTICS DEPARTMENT
PRD	-	PROPERTY & RECEIVING DEPARTMENT
SED	-	SYSTEMS ENGINEERING DIVISION
TPD	-	TECHNICAL PUBLICATIONS DEPARTMENT
MPD	-	MANPOWER DEVELOPMENT
MED	-	MAINTENANCE ENGINEERING DIVISION
DEB	-	DEPOT ENGINEERING BRANCH
MOB	-	MAINTENANCE OPERATION BRANCH
ABH	-	ABHA AIRWAY FACILITIES SECTOR (AFS)
DHA	-	DHAHRAN AFS
JED	-	JEDDAH AFS
MAD	-	MADINAH AFS
RIY	-	RIYADH AFS
TAB	-	TABUK AFS
TIF	-	TAIF AFS

PSN NO.	ORGANIZATIONAL ELEMENT													MED	TABLE 2 - 2			
		CFC	PSS	LOG	PRD	SED	TPD	MPD	DEB	MOB	ABH	DHA	JED	MAD	RIY	TAB	TIF	TOTAL
0100	LEVEL 'A'																	
0101	DIRECTOR, CONTRACTS & FINANCE CONTROL	1																1
0102	MANAGER, PROGRAM COORDINATION	1																1
0103	MANAGER, TECHNICAL TRANSLATION								1									1
0104	MANAGER, INDUSTRIAL RELATIONS	1																1
0105	MANAGER, PROGRAM		1															1
0106	MANAGER, QUALITY CONTROL		1															1
0107	TECHNICAL ASSISTANT			2														2
0108	MANAGER, LOGISTICS				1													1
0109	MANAGER, TECHNICAL PUBLICATIONS							1										1
0110	SNR. NAVAIDS TRAINING SPECIALIST								1									1
0111	MANAGER, DEPOT ENGINEERING BRANCH									1								1
0112	MANAGER, MAINT ENGINEERING (TECH)										1							1
0113	TECHNICAL SECTOR MANAGER											1	1	1				3
0114	MANAGER, AUTOMATION ENG'G BRANCH							1										1
0115	MANAGER, COMMUNICATIONS ENG'G BR.								1									1
0116	MANAGER, NAVAIDS ENGINEERING BR.								1									1
	SUB-TOTAL LEVEL 'A'	3	4	1		3	2	1	1	1	1	1	1	1	1	1	19	

PSN NO.	ORGANIZATIONAL ELEMENT	MED													TABLE 2 - 3			
		CFC	PSS	LOG	PRD	SED	TPD	MPD	DEB	MOB	ABH	DHA	JED	MAD	RIY	TAB	TIF	TOTAL
0200	LEVEL 'B'																	
0201	SNR COMMS ENGINEER (EMI)							1										1
0202	SNR. HARDWARE ENGINEER							1										1
0203	NAVAIDS TRAINING SPECIALIST							3										3
0204	SNR. COMMS MAINTENANCE ENGINEER										1							1
0205	SNR. DATA SYSTEMS ENGINEER										1							1
0206	SNR. ELEC/MECH MAINT ENGINEER										1							1
0207	SNR. CIVIL ENGINEER						1											1
0208	SNR. NAVAIDS MAINTENANCE ENGINEER										1							1
0209	SNR. RADAR MAINTENANCE ENGINEER										1							1
0210	SNR. DATA SYSTEMS SPEC (SECTOR)											1	1	1				3
0211	TECHNICAL SECTOR SUPERVISOR										1			1	1	1	1	4
0212	SNR. NAVAIDS SYSTEMS ENGINEER						1											1
0213	SNR. AUTOMATION ENGINEER							1										1
0214	SNR. COMMUNICATIONS ENGINEER						1											1
0215	SNR. CONFIGURATION SPEC							1										1
0216	SNR. ENVIRONMENTAL ENGINEER							1										1
0217	SNR. PLANNING ENGINEER							1										1
0218	SNR. PROGRAM/ANALYST (KAIA)							1										1

PSN NO.	ORGANIZATIONAL ELEMENT	CFC	PSS	LOG	PRD	SED	TPD	MPD	DEB	MOB	ABH	DHA	JED	MAD	RIY	TAB	TIF	TOTAL	MED	TABLE 2-4
0219	SNR. PROGRAM/ANALYST (KFIA)						1												1	
0220	SNR. PROGRAM/ANALYST (KKIA)						1												1	
0221	SNR. RADAR ENGINEER						1												1	
	SUB-TOTAL LEVEL 'B'	0	0			13		3		5	1	1	1	1	1	1	1	28		
0300	LEVEL 'C'																			
0301	AUDITOR, FINANCE CONTROL	1																	1	
0302	SYSTEM ENGINEER						1												1	
0303	CIVIL ENGINEER						2												2	
0304	ELEC-MECH ENGINEER						1												1	
0305	QUALITY CONTROL SPEC (OPERS & MAINT)	2																	2	
0306	PLANNING & QUAL ASSUR SUPERVISOR							1											1	
0307	DEPOT ELECTRONIC MAINT SUPERVISOR								1										1	
0308	PMEL SUPERVISOR								1										1	
0309	COMMUNICATIONS MAINT ENGINEER									3									3	
0310	DATA SYSTEMS ENGINEER (HARDWARE)									1	1							1	3	
0311	DATA SYSTEMS ENGINEER (SOFTWARE)									1	1							1	3	
0312	NAVAIDS MAINT ENGINEER									4									4	

PSN NO.	ORGANIZATIONAL ELEMENT	MED															TABLE 2-5		
		CFC	PSS	LOG	PRD	SED	TPD	MPD	DEB	MOB	ABH	DHA	JED	MAD	RIY	TAB	TIF	TOTAL	
0313	OPERATIONS SPECIALIST									1								1	
0314	RADAR MAINT ENGINEER									1		2			1			4	
0315	COMMUNICATIONS ENGINEER							2										2	
0316	DATA/COMMUNICATIONS ENGINEER						1											1	
0317	NAVAIDS ENGINEER (INSTALL)						2											2	
0318	RADAR ENGINEER						1											1	
0319	SNR. FAC MAINTENANCE ENGINEER									1								1	
0320	GOVERNMENT RELATIONS SPEC		1															1	
0321	SNR. DSS/PROGRAMMER (AMS)						1											1	
0322	SNR. DSS/PROGRAMMER (KAIA SYS)						1											1	
0323	SNR. DSS/PROGRAMMER (KFIA SYS)						1											1	
0324	SNR. DSS/PROGRAMMER (KKIA SYS)						1											1	
0325	SNR. ELECTRICAL ENGINEER						1											1	
0326	SNR. LOGISTICS PROC SPEC		1															1	
0327	NAVAIDS SYSTEMS ENGINEER						1											1	
0328	UPS ENGINEER						1											1	
	SUB-TOTAL LEVEL 'C'	1	3	1		17		1	2	12		4		3				44	

PSN NO.	ORGANIZATIONAL ELEMENT	MED															TABLE 2-6	
		CFC	PSS	LOG	PRD	SED	TPD	MPD	DEB	MOB	ABH	DHA	JED	MAD	RIY	TAB	TIF	TOTAL
0400	LEVEL 'D'																	
0401	CONTRACTS SPECIALIST		1															1
0402	SUPERVISOR, WAREHOUSE OPERATIONS			1														1
0403	TECHNICAL RESEARCH ENGINEER				1													1
0404	SNR. CERT/OJT SPECIALIST							2										2
0405	SNR. TECHNICAL INSTRUCTOR								1									1
0406	DATA PROCESSING SUPERVISOR								1									1
0407	ELEC/MECH MAINTENANCE ENGINEER									3								3
0408	COMMUNICATIONS SUPERVISOR										1	1	1					3
0409	NAVAIDS SUPERVISOR										1	1	1					3
0410	RADAR SUPERVISOR										1	1	1					3
0411	ANALYST/PROGRAMMER NAT II LIS						1											1
0412	AUTOMATION ENGINEER		2															2
0413	DSS/PROGRAMMER (KAIA SYS)							1										1
0414	DSS/PROGRAMMER (KFIA SYS)							2										2
0415	DSS/PROGRAMMER CORAL/AMSS							1										1
0416	DSS/PROG VAX/RTL2/PHILIPS (KAIA SYS)							1										1
0417	QUALITY CONTROL SPEC (NEW EQUIP)		1						1									1
0418	POWER DISTRIBUTION ENGINEER								1									1

PSN NO.	ORGANIZATIONAL ELEMENT														MED	TABLE 2-7		
		CFC	PSS	LOG	PRD	SED	TPD	MPD	DEB	MOB	ABH	DHA	JED	MAD	RIY	TAB	TIF	TOTAL
419	CONTRACT MANNING SPEC	1																1
	SUB-TOTAL LEVEL 'D'	1	4	1	1	7			3	1	3		3	3	3			30
0500	LEVEL 'E'																	
0501	EXAMINER - CONTRACTOR IKL BILLING	1																1
0502	EXAMINER-CONTRACTOR LABOR BILL (MM)	1																1
0503	EXAMINER - CONTRACTOR OKL BILLING	1																1
0504	CONTRACTS ANALYST		1															1
0505	EXECUTIVE SECRETARY		1															1
0506	OFFICE ADMINISTRATOR		3		1													4
0507	PUBLIC RELATIONS SPECIALIST		1															1
0508	QUALITY CONTROL PLANNER			1														1
0509	PROCUREMENT SUPERVISOR				1													1
0510	SUPERVISOR, MATERIAL MANAGEMENT					1												1
0511	PROPERTY MANAGEMENT SUPERVISOR						1											1
0512	RECEIVING SUPERVISOR							1										1
0513	SNR. STORES ANALYST							1										1
0514	MEDIA CENTER SUPERVISOR								1									1

PSN NO.	ORGANIZATIONAL ELEMENT	MED													TABLE 2-8			
		CFC	PSS	LOG	PRD	SED	TPD	MPD	DEB	MOB	ABH	DHA	JED	MAD	RIY	TAB	TIF	TOTAL
0515	CERTIFICATION/OJT SPECIALIST							2										2
0516	COMMUNICATIONS INSTRUCTOR								3									3
0517	DATA INSTRUCTOR								3									3
0518	RADAR INSTRUCTOR								3									3
0519	SNR. ELEC/ENGLISH INSTRUCTOR								1									1
0520	DEPOT ELEC/MECH SUPERVISOR									1								1
0521	MAINTENANCE CONTROL SUPERVISOR										1							1
0522	SNR. FIELD INSTALLATION SUPERVISOR										1							1
0523	SNR. SYSTEMS MAINTENANCE ENGINEER												1	1	1			3
0524	PLANNING ENGINEER						1											1
	SUB-TOTAL 'E'	3	7	2	4	1	1	12	1	2	1	1	1					36
0600	LEVEL 'F'																	
0601	CURRICULUM DEVELOPMENT SPEC								2									2
0602	ELECTRONICS INSTRUCTOR								6									6
0603	FIELD MAINTENANCE SUPERVISOR									3								3
0604	SYSTEMS MAINTENANCE ENGINEER											5	5	5				15
0605	CONFIGURATION SPECIALIST					1		8		3		5	5	5				1
	SUB-TOTAL LEVEL 'F'					1		8		3		5	5	5				27

PSN NO.	ORGANIZATIONAL ELEMENT	MED														TABLE 2-9		
		CFC	PSS	LOG	PRD	SED	TPD	MPD	DEB	MOB	ABH	DHA	JED	MAD	RIY	TAB	TIF	TOTAL
0700	LEVEL 'G'																	
0701	EXAMINER - FIELD OPERATING FUNDS	1																1
0702	EXAMINER - LIFE SUPPORT BILLING	1																1
0703	PROGRAM COORD/BUDGET PLANNING	1																1
0704	TECHNICAL CONTRACTS TRANSLATOR							1										1
0705	DOCUMENT CONTROLLER	1																1
0706	SUPERVISOR, LOGISTICS AUTOMATION			1														1
0707	DRAFTING/GRAFICS SUPERVISOR						1											1
0708	SNR. TECHNICAL WRITER							1										1
0709	ENGLISH LANGUAGE INSTRUCTOR							10										10
0710	SNR. COMMUNICATIONS TECHNICIAN								3		2	2	2	1	2	1	1	14
0711	SNR. DATA PROCESSING TECHNICIAN								1		2	2		2				7
0712	SNR. NAVAIDS TECHNICIAN								2		2	3	2	2	2	2	1	16
0713	SNR. RADAR TECHNICIAN								1		3	2		2				8
0714	SNR. PMEL TECHNICIAN								2									2
0715	DOCUMENT CONT CONF SPECIALIST					1												1
	SUB-TOTAL LEVEL 'G'	4	1		1	3	10	9	4	10	8	3	8	3	2		66	

PSN NO.	ORGANIZATIONAL ELEMENT	CFC	PSS	LOG	PRD	SED	TPD	MPD	DEB	MOB	ABH	DHA	JED	MAD	RIY	TAB	TIF	MED	TABLE 2-10	
																		-----	-----	
0800	LEVEL 'H'																			
0801	ADMIN PROJECTS COORDINATOR					1													1	
0802	SNR. RESEARCH TECHNICIAN (TECH)					1													1	
0803	PRINTING/REPRODUCTION SUPERVISOR								1										1	
0804	COMMUNICATIONS MAINT TECH 'A'									4		1	2	2	2	2	1	1	15	
0805	DATA PROCESSING TECH 'A'									3		5	5		5				18	
0806	NAVAIDS MAINTENANCE TECH 'A'									2		2	2	2	2	1	1		14	
0807	RADAR MAINTENANCE TECH 'A'									1		2	1		1				5	
0808	PMEL TECHNICIAN 'A'									2									2	
0809	SNR. AUTOMOTIVE TECHNICIAN									1									1	
0810	SNR. EQUIP COOLING TECHNICIAN									2									2	
0811	SNR. POWER GENERATION TECHNICIAN									2									2	
0812	ELECTRO/MECHANICAL SUPERVISOR											1	1	1	1	1	1	1	7	
0813	LOGISTICS SUPERVISOR									1		1	1	1	1	1	1	1	8	
	SUB-TOTAL LEVEL 'H'					2			1		18		5	13	12	6	12	4	4	77
0900	LEVEL 'I'																			
0901	COST CONT SPEC (DOMESTIC SECTORS)	2																	2	

PSN NO.	ORGANIZATIONAL ELEMENT	MED														TABLE 2-11		
		CFC	PSS	LOG	PRD	SED	TPD	MPD	DEB	MOB	ABH	DHA	JED	MAD	RIY	TAB	TIF	TOTAL
0902	COST CONT SPEC (KKIA-RIYADH)	1																1
0903	COST CONT SPEC (KAIA-JEDDAH)	1																1
0904	COST CONT SPEC (KFIA-DHAHRAN)	1																1
0905	DOC/RECORD CONTROLLER (ARCHIVES)	1																1
0906	PC/WORD PROC SUPERVISOR (ENGLISH)			2				1										3
0907	PC/WORD PROC SUPERVISOR (ARABIC)							1										1
0908	SNR. DOCUMENT SPECIALIST	1	1							1	1							4
0909	SNR. TECHNICAL ILLUSTRATOR							2										2
0910	TECHNICAL TRANSLATOR	2		1	1				1									5
0911	ADP SYSTEM DESIGN SPEC					1												1
0912	LOCAL PURCHASING SUPERVISOR					1												1
0913	OFFICE SERVICES SUPERVISOR					1												1
0914	STORAGE/ISSUE SUPERVISOR					1												1
0915	DRAFTING GRAPHICS SPECIALIST							1										1
0916	INSTRUCTIONAL MEDIA TECHNICIAN							1										1
0917	LIBRARY SERVICES SUPERVISOR							1										1
0918	PROFESSIONAL PHOTOGRAPHER							1										1
0919	SNR. PRINT/REPRODUCTION TECH							1										1
0920	TECHNICAL WRITER							1										1

PSN NO.	ORGANIZATIONAL ELEMENT	MED															TABLE 2-12		
		CFC	PSS	LOG	PRD	SED	TPD	MPD	DEB	MOB	ABH	DHA	JED	MAD	RIY	TAB	TIF	TOTAL	
0921	SNR. COMPUTER PROGRAM SPEC							1										1	
0922	STUDENT ADMINISTRATOR								1									1	
0923	SUPPORT SUPERVISOR								1									1	
0924	TRAINING ADMINISTRATOR							1										1	
0925	COMMUNICATIONS TECH 'B'								3	2	3	2	2	2	1	1	16		
0926	NAVAIDS TECHNICIAN 'B'								1	3	3	1	2	3	3	1	17		
0927	RADAR TECHNICIAN 'B'								1		3	2		2				8	
0928	PMEL TECHNICIAN 'B'								1									1	
0929	SHEET METAL FABRICATION SPEC								1									1	
0930	AUTOMOTIVE TECHNICIAN 'A'								2									2	
0931	EQUIPMENT COOLING TECH 'A'								2									2	
0932	POWER GENERATION TECH 'A'								2									2	
0933	FACILITIES TECHNICIAN 'A'								1	4								5	
0934	ANTENNA RIGGER 'A'									4								4	
0935	MAINTENANCE CONTROLLER 'A'									4								4	
0936	COMPUTER OPERATOR						1											1	
0937	LAN SUPERVISOR						1											1	
	SUB-TOTAL LEVEL 'I'	9	1	5	3	2	10	5	15	13	5	9	5	4	7	4	2	99	

PSN NO.	ORGANIZATIONAL ELEMENT																MED	-----	TABLE 2-13
		CFC	PSS	LOG	PRD	SED	TPD	MPD	DEB	MOB	ABH	DHA	JED	MAD	RIY	TAB	TIF	TOTAL	
1000	LEVEL 'J'																		
1001	COMPUTER PROGRAM SPEC	4									1							5	
1002	SNR. ARABIC/ENGLISH SECRETARY	1											1					2	
1003	COMPUTER OPERATOR/TECH										1							1	
1004	COORDINATOR, INT'L PURCHASING					1												1	
1005	COORDINATOR, LOCAL PURCHASING					1												1	
1006	FOF COORD/ADMIN ASSISTANT					1												1	
1007	INSURANCE COORDINATOR					1												1	
1008	INVESTIGATOR					1												1	
1009	LOCAL TECH BUYER					3												3	
1010	MATERIAL CONTROL LEADMAN					1												1	
1011	MATERIAL MGMT LEADMAN					1												1	
1012	RESEARCH TECH (TECH)					2												2	
1013	SECTOR/MAINT LIAISON					1												1	
1014	SHIPPING LEADMAN					1												1	
1015	STORES LEADMAN					1												1	
1016	TRANSLATOR (ARABIC/ENGLISH)					1												1	
1017	RECEIVING LEADMAN						1											1	
1018	ARABIC CALLIGRAPHER/TRANSLATOR								1									1	

PSN NO.	ORGANIZATIONAL ELEMENT	CFC	PSS	LOG	PRD	SED	TPD	MPD	DEB	MOB	ABH	DHA	JED	MAD	RIY	TAB	TIF	MED	TABLE 2-14
1019	JNR. PRINT/REPRODUCTION TECH							3											3
1020	SNR. TECH LIBRARIAN							1											1
1021	TECHNICAL ILLUSTRATOR							1											1
1022	COMMUNICATIONS MAINT TECH 'B'								2		1	3	2	1	2	1	1	13	
1023	DATA PROCESSING TECH 'B'								1		3	3	3		3				10
1024	NAVAIDS MAINTENANCE TECH 'B'								2		2	2	1	1	2	2	1		13
1025	RADAR MAINTENANCE TECH 'B'								1		2	1		1					5
1026	JNR. PMEL TECH 'B'								1										1
1027	MAINTENANCE CONTROLLER 'B'									4									4
1028	DRAFTSMAN							2											2
1029	SNR. DATA ENTRY TECH (ARABIC)							1											1
1030	SNR. LAN WORKSTATION SPEC							1											1
	SUB-TOTAL LEVEL 'J'	5		16	1	4	6	2	7	5	3	10	7	2	8	3	2	81	
1100	LEVEL 'K'																		
1101	SNR. DATA ENTRY TECH	1	6	2	1	3	1	3	1	3	1	1	1	1	1			24	
1102	COMMUNICATIONS OPERATOR				1														1
1103	MATERIAL CONTROL SPEC (LWB)					2													2

PSN NO.	ORGANIZATIONAL ELEMENT	MED															TABLE 2-15		
		CFC	PSS	LOG	PRD	SED	TPD	MPD	DEB	MOB	ABH	DHA	JED	MAD	RIY	TAB	TIF	TOTAL	
1104	MATERIAL DISPOSAL SPEC				1													1	
1105	SNR. DOCUMENT CONTROL SPEC				1													1	
1106	SNR. INVENTORY MGMT SPEC (PROP)				1													1	
1107	STATUS MONITOR/CUSTOMER LIAISON				1													1	
1108	INVENTORY MGMT SPEC					3				1								4	
1109	SNR. MATERIAL CONTROL SPEC					1			1									2	
1110	MATERIAL CONTROL SPEC									2								2	
1111	AUTOMOTIVE TECH 'B'								2		1	1	1	1	1	1	1	8	
1112	EQUIP COOLING TECH 'B'								2		3	3	1	2	2	3	2	18	
1113	POWER GENERATION TECH 'B'								2		3	3	2	2	3	3	2	20	
1114	FACILITIES TECH (CARPENTRY)								2		1	1	1	1	1	1	1	9	
1115	FACILITIES TECH (MASON)								1		1	1	1	1	1	1	1	8	
1116	SNR. FACILITIES TECH 'B'								2	2								4	
1117	FACILITIES TECH (ELECTRICAL)								2									2	
1118	FACILITIES TECH (PLUMBING)								1									1	
	SUB-TOTAL LEVEL 'K'	1	6	9	5	3	1	4	18	5	9	10	6	7	9	9	7	109	

TABLE 2-16

PSN NO.	ORGANIZATIONAL ELEMENT	MED													TOTAL		
		CFC	PSS	LOG	PRD	SED	TPD	MPD	DEB	MOB	ABH	DHA	JED	MAD	RIY	TAB	TIF
1200	LEVEL 'L'																
1201	ASST INVENTORY MGMT SPEC			3													3
1202	CUSTOMS COORDINATOR			1													1
1203	DATA ENTRY TECH (ARABIC)			1													1
1204	DOCUMENT CONTROL SPEC			2													2
1205	DRIVER (HEAVY EQUIP)			1					2								3
1206	GENERAL PROC CLERK (FINANCIAL)			1													1
1207	ITEM MANAGER			2													2
1208	JNR. TECHNICAL LIBRARIAN					1											1
1209	MATERIAL CONTROL ASSISTANT										1	1	1	1	1	1	7
1210	ANTENNA RIGGER 'B'								4								4
	SUB-TOTAL LEVEL 'L'			11		1		2	4	1	1	1	1	1	1	1	25
1300	LEVEL 'M'																
1301	DATA ENTRY TECHNICIAN			3	1	3	1	3	2		1	1	1	1	1	1	20
1302	CLERICAL OFFICE ASSISTANT			1													1
1303	GENERAL CLERK			1													1
1304	SHIPPING CLERK			1													1

PSN NO.	ORGANIZATIONAL ELEMENT	CFC	PSS	LOG	PRD	SED	TPD	MPD	DEB	MOB	ABH	DHA	JED	MAD	RIY	TAB	TIF	MED	TABLE 2-17
1305	TELEX OPERATOR				1														1
1306	WAREHOUSEMAN				5														5
1307	RECEIVING CLERK					2													2
1308	RECEIVING VERIFIER/INVESTIGATOR					1													1
	SUB-TOTAL LEVEL 'M'				12	4	3	1	3	2		1	1	1	1	1	1	1	32
1400	LEVEL 'N'																		
1401	MAIL CLERK					1													1
1402	PACKING ASSISTANT					2													2
1403	DRIVER					1					1	1		1	1				6
1404	FACILITIES ASSISTANT										1	1							2
1405	CUSTODIAN/MAINTENANCE										4		1	1	1	1	1	1	11
1406	GROUNDKEEPER										3								3
	SUB-TOTAL LEVEL 'N'				4						9	2	1	2	2	1	2	1	25
	TOTAL ORIGINAL POSITIONS	27	25	65	18	55	26	52	85	55	30	71	53	26	62	27	21	698	
	TOTAL AFTER REDUCTIONS																	592	